

EXHIBIT 1



ARBITRATION ANSWERING STATEMENT AND COUNTERCLAIM OR JOINDER/CONSOLIDATION REQUEST

Name of Claimant: Brian Spurlock, et al.			Name of Representative (if known): Kevin McCulloch		
Address: 501 Fifth Avenue, Suite 1809			Name of Firm (if applicable): McCulloch Kleinman Law		
			Representative's Address: 501 Fifth Avenue, Suite 1809		
City: New York	State: NY	Zip Code: 10017	City: New York	State: NY	Zip Code: 10017
Phone No.: 212-355-6050	Fax No.: 206-219-6358		Phone No.: 212-355-6050	Fax No.: 206-219-6358	
Email Address: kevin@mkiplaw.com			Email Address: kevin@mkiplaw.com		
AAA Case No. (if known): 01-21-0002-7387			Filing a Counterclaim: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please describe nature of counterclaim in space below.</i>		
Please answer Claimant's Demand for Arbitration (and describe your counterclaim, if applicable): <i>Attach additional pages as necessary.</i>					
Respondent denies Claimants' Demand in full, as set forth in its Answering Statement. Respondent submits a Counterclaim for breach of contract by eleven of the fourteen Claimants.					
Are any parties to this arbitration, or their controlling shareholder or parent company, from different countries than each other? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<input type="checkbox"/> Joinder/Consolidation Request. Provide the contact information for parties to be joined, and the case number(s) if consolidation is requested, on a separate attachment.					
Dollar Amount of Claim or Counterclaim: \$ \$125,000			Other Relief Sought: <input checked="" type="checkbox"/> Attorneys Fees <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Arbitration Costs <input type="checkbox"/> Punitive/ Exemplary <input type="checkbox"/> Other		
Filing Fee: (if any) \$ 1,925			In accordance with Fee Schedule: <input type="checkbox"/> Flexible Fee Schedule <input checked="" type="checkbox"/> Standard Fee Schedule		
Please describe the qualifications you seek for arbitrator(s) to be appointed to hear this dispute: We are seeking arbitrators with experience in intellectual property law and copyright agreements, particularly with disputes involving photographs.					
Hearing locale: (check one) <input type="checkbox"/> Agree to requested locale <input checked="" type="checkbox"/> Objection to locale Proposed alternative locale: VA, as subsequently agreed					
Estimated time needed for hearings overall: _____ hours or 4 _____ days					
Signature (may be signed by a representative): <i>Thomas B. Sullivan</i>			Date: 5/13/21		
Name of Respondent: Imagn Content Services, LLC			Name of Representative: Thomas Sullivan		
Address (to be used in connection with this case): c/o Ballard Spahr LLP, 1675 Broadway, 19th Floor			Name of Firm (if applicable): Ballard Spahr LLP		
			Representative's Address: 1675 Broadway, 19th Floor		
City: New York	State: NY	Zip Code: 10019	City: New York	State: NY	Zip Code: 10019
Phone No.: 212-850-6139	Fax No.: 212-223-1942		Phone No.: 212-850-6139	Fax No.: 212-223-1942	
Email Address: sullivan@ballardspahr.com			Email Address: sullivan@ballardspahr.com		
Please send a copy of this Answering Statement to all other case participants and the AAA. If you are filing a counterclaim, please include the appropriate Filing Fee, if any, per the applicable Rules.					

BEFORE THE AMERICAN ARBITRATION ASSOCIATION

BRIAN SPURLOCK; STEVEN MITCHELL;
ADAM HUNGER; THOMAS RUSSO; GREG
COOPER; STEWART MILNE; NOAH
MURRAY; IAN RUTHERFORD; STEVEN
FLYNN; JAMES E. BROWN; CHARLES
SMALL; DERICK HINGLE; BRAD BARR;
and MARK ZEROF; both individually and on
behalf of all others similarly situated,

Claimants,

-against-

IMAGN CONTENT SERVICES, LLC,

Respondent.

RESPONDENT'S ANSWERING STATEMENT AND COUNTERCLAIM

BALLARD SPAHR LLP

Thomas B. Sullivan
1675 Broadway, 19th Floor
New York, NY 10019
Telephone: (212) 850-6139
Fax: (212) 223-1942
sullivant@ballardspahr.com

Leslie Minora
1735 Market Street, 51st Floor
Philadelphia, PA 19103
Telephone: (215) 864-8137
Fax: (215) 864-8999
minoral@ballardspahr.com

Counsel for Respondent

Respondent Imagn Content Services, LLC (“Imagn”) hereby responds to the Demand for Arbitration (“Demand”) of Claimants Brian Spurlock, Steven Mitchell, Adam Hunger, Thomas Russo, Greg Cooper, Stewart Milne, Noah Murray, Ian Rutherford, Steven Flynn, James E. Brown, Charles Small, Derick Hingle, Brad Barr, and Mark Zerof as follows:

RESPONDENT’S SUMMARY OF THE CASE

This Arbitration arises from two Active Photographer Agreements, one dating from 2011 (the “2011 Agreement”), which governs the relationship between Imagn and eleven of the Claimants, and one dating from 2020 (the “2020 Agreement”), which governs the relationship between Imagn and the other three. In both Agreements, Claimants granted Imagn an exclusive right to use, license, and sublicense their images and, to protect the business relationships that are important to both Imagn and the photographers, gave Imagn the exclusive authority to bring claims involving any alleged misuse of those images and to settle any such claims in its sole and absolute discretion. The Claimants allege that Imagn breached those Agreements, its duty of good faith and fair dealing, and its purported fiduciary duty to the Claimants in several ways, and that Imagn was unjustly enriched, committed contributory and/or vicarious copyright infringement, and violated the New York City “Freelance Isn’t Free” Act. They also seek a declaration that Paragraph 7 of both Agreements, which gives Imagn the right to bring and settle claims, is invalid and that releases granted by Imagn pursuant to that authority are void. The Claimants’ various claims and theories are wholly without merit.

As an initial matter, much of the Demand concerns third parties’ alleged misuses of Claimants’ images and Imagn’s purported failure to track such usage. Claimants expressly waived any claim on this basis in the 2011 and 2020 Agreements. 2011 Agreement ¶ 7; 2020

Agreement ¶ 7.¹ Imagn will also prove at the hearing in this case that it appropriately licensed Claimants' images, tracked usage information and, indeed, worked to ensure that Claimants received payment for all uses by Thomson Reuters and other third parties where such payments were due.

Claimants also contend that Imagn improperly licensed their images on a subscription basis to third parties, and/or failed to collect royalty payments when these third parties subsequently sold the images on an *a la carte* basis. This claim ignores explicit language in both the 2011 and 2020 Agreements reserving Imagn's right to offer Claimants' images to subscribers without any further fee, 2020 Agreement ¶ 5; 2011 Agreement, Exhibit A ¶ 3, as well as the 2020 Agreement's express waiver of any royalty whatsoever, 2020 Agreement ¶ 6(b). And while Claimants allege that the royalties due to them were not paid on a timely basis, they concede that they have now received those back payments, and thus lack any damages cognizable under a breach of contract theory.

The photographers also assert that Imagn did not have the authority to settle claims many of them brought against Imagn's licensees in a related action in the Southern District of New York. Again, this is contradicted by the clear language of both the 2011 and 2020 Agreements, in which the Claimants expressly gave Imagn the authority to settle claims in its "sole and absolute discretion." 2020 Agreement ¶ 7; 2011 Agreement ¶ 7. Because those same Agreements granted Imagn broad rights to use, license, and sublicense the images, 2020 Agreement ¶ 1; 2011 Agreement ¶ 1, the grant of settlement authority also is in no way incompatible with the Copyright Act. Nor is the timing of the settlements in any way suspicious

¹ An example of the 2011 Agreement can be found at Attachment 6 to Claimants' Demand for Arbitration, and the 2020 Agreement at Attachment 7. Attachment 1 notes which Claimants are bound by which Agreement.

– Imagn attempted to mediate all claims in good faith and, when Claimants made clear that they were unilaterally ending the process because Imagn would not agree to their unreasonable demands, Imagn then granted releases to its licensees pursuant to its authority.

Finally, Claimants allege they have been retaliated against for pursuing these claims because Imagn has informed them they will not be assigned to future events while this litigation is ongoing. There is no legal basis for this claim, whether under the New York City “Freelance Isn’t Free” Act or elsewhere. And nothing in the Agreements gives any photographer a right to any particular assignment or any assignments at all. Understandably, Imagn is unwilling to give new credentials to photographers who are currently claiming that many or all of its licenses are invalid, *see* Demand ¶ 153 (alleging that their claims of secondary infringement “encompass[] all of Claimants’ content submitted to Imagn”).

In summary, at every juncture, Imagn has upheld its side of the parties’ binding, bargained-for Agreements in a manner that respects Claimants’ contributions and respects the parties’ agreed-upon terms. The Claimants, throughout their Arbitration Demand, unnecessarily personalize a business arrangement and attempt to impart unsavory motives where none exist. As the argument below will demonstrate, Imagn plainly and simply has not violated any of its Agreements with its contributors. Accordingly, and without limitation to other defenses they may raise in this proceeding, Imagn states the following in response to Claimants’ Demand, which it denies in full:

PRELIMINARY MATTERS

I. The Agreements Establish Fairfax County, Virginia as the Arbitration Locale

The locale for this arbitration is Fairfax County, Virginia, pursuant to Rule 11 of the AAA Commercial Arbitration Rules and Mediation Procedures (“AAA Rules”). The 2011

Agreement between Claimants and Respondent requires the arbitration to take place in the “Commonwealth of Virginia,” and the 2020 Agreement requires the arbitration to take place in “the Commonwealth of Virginia in the County of Fairfax.” 2011 Agreement ¶ 11(b) (binding on eleven Claimants); 2020 Agreement ¶ 12(b) (binding on three Claimants). As discussed at the Administrative Conference on May 6, 2021, and as confirmed in the letter from AAA Director of ADR Operations Jonathan Weed dated May 7, 2021, the Arbitration must take place in Fairfax County, Virginia.

With respect to the question of in-person versus virtual proceedings, Respondent believes that any hearing should take place in person if possible. The parties and arbitrators should assess conditions as the hearing date approaches and make a decision then as to whether a remote proceeding is necessary to protect health and safety.

II. This Arbitration Must Be Heard by a Panel of Three Arbitrators

The Parties’ 2020 Agreement, to which three Claimants are subject, states that any dispute “shall be determined and settled exclusively by a panel of three arbitrators.” 2020 Agreement ¶ 12(b). The 2011 Agreement is silent as to the number of arbitrators to be assigned. *See* 2011 Agreement ¶ 11(b). As discussed at the Administrative Conference on May 6, 2021, and as confirmed in the letter from Mr. Weed dated May 7, 2021, the 2020 Agreement is binding, and three arbitrators will be appointed.

III. This Case Should Not Proceed as a Class Action

Claimants have filed this matter as a putative class action. However, neither Agreement expressly permits class arbitration, and “courts may not infer consent to participate in class arbitration absent an affirmative ‘contractual basis for concluding that the party agreed to do so.’” *Lamps Plus, Inc. v. Varela*, 139 S. Ct. 1407, 1416 (2019). Silence or ambiguity are not

enough. *Id.* at 1416-17; *see Stolt-Nielsen S. A. v. AnimalFeeds Int’l Corp.*, 559 U.S. 662, 685, (2010) (“An implicit agreement to authorize class-action arbitration, however, is not a term that the arbitrator may infer solely from the fact of the parties’ agreement to arbitrate.”). Therefore, the attempt to pursue this matter as a class action should fail at the clause construction phase.

If it were determined that the class arbitration was permitted, it would be inappropriate for this arbitration to proceed on a class basis. Claimants identify the proposed class as “similarly situated photographers and Imagn contributors who signed and submitted images to Imagn under either the 2004 and/or 2011 Contributor Agreements, including any photographers who subsequently signed the 2020 Contributor Agreement.” Demand ¶ 82. This proposed class inappropriately groups together photographers under the 2004, 2011 and 2020 Agreements, whose relationships with Imagn are governed by materially different terms.² Notably, there are no Claimants available to serve as representatives of a class bound by the 2004 Agreement, as all have signed either the 2011 or 2020 Agreement.

Even if Claimants were to ask for separate 2011 and 2020 classes to be certified, these classes would not meet the prerequisites identified under the Supplementary Rules for Class Arbitrations (“AAA Class Rules”). Among other things, the class is not so numerous that joinder of separate arbitrations on behalf of all members is impracticable. Imagn has not contested the current Claimants’ desire to bring their claims in a single proceeding. If other photographers have claims against Imagn and a desire to pursue them, they should bring them individually as part of this action. Currently, there are approximately three additional active photographers who are bound by the 2011 Agreement and approximately 327 active

² Among other things, the 2004 Agreement expressly requires that any arbitration take place in Florida. *See* 2004 Agreement ¶ 10(b) (attached hereto as Exhibit 1).

photographers who are bound by the 2020 Agreement. The fourteen total potential claimants bound by the 2011 Agreement are not “numerous” enough to form a class, pursuant to AAA Class Rule 4(a)(1). Moreover, where the Claimants seek around \$1,000,000 in damages, there is a clear economic incentive for additional photographers bound by either Agreement to join, if they feel the case has merit.

At the very least, Claimants should not be permitted to pursue a class action based on their New York City “Freelance Isn’t Free” Act claims. *See* Demand ¶¶ 155-56. Such claims, which allege retaliatory actions against the Claimants only, are not shared by the other members of the purported class. The same holds true for their breach of duties of good faith and fair dealing and breach of fiduciary duty claims, to the extent they are based on alleged retaliation or upon a failure to provide audit information to these specific photographers. *See* Demand ¶¶ 98-100, 102, 105, 112, 115-17.

ARGUMENT

I. Imagn Did Not Breach its Contracts with the Claimants

Claimants set forth six ways in which Imagn allegedly breached the Agreements. As follows, none of Claimants’ six theories, quoted here from the Demand and enumerated, set forth a breach of either Agreement:

- [1] Failing to collect and pay out royalty payments for all *a la carte* sales of Claimants’ photographs by itself and/or its licensees or customers in a timely manner;
- [2] Failing to issue timely reports that state the “origin, description, and amount of sales” for all *a la carte* sales of Claimants’ photos, including by itself and/or its licensees or customers;
- [3] Failing to maintain an effective system to track, collect, and pay royalties when due for the use and sale of Claimants’ historical images;

- [4] Failing to distinguish between subscription customers and *a la carte* resellers of images that would require the payment of royalties;
- [5] Purporting to settle claims on Claimants' behalf after expressly declining to investigate or pursue such claims; and
- [6] Failing to remit any payments to Claimants, or any other contributors, for any purported settlement as required under Section 7 of the contracts.

Demand ¶ 91. These six claims imply duties that are far beyond what the parties' Agreements require, completely ignore the terms of the Agreements, and assert allegations that are plainly false.

A. Breach of Contract Claims 1-4: Internal Bookkeeping Claims

Claimants first four breach of contract claims, all based on Imagn's internal bookkeeping, improperly attempt to hold Imagn liable for the alleged misuse of images that photographers submitted to it, and force Imagn to maintain a recordkeeping system presumably above and beyond what it already does but without any specificity as to what it must entail.

As an initial matter, Imagn has extensive systems and workflows to track, report, and pay royalties to its contributors, as well as assignment fees. It also provides photographers visibility on downloads from its system, and encourages them to contact it if they have any concerns or questions. Indeed, as the Demand describes, Imagn engaged in a multi-month process to attempt to satisfy Claimants' concerns, though they were under no obligation to do so.

Though Claimants allege that the "need to effectively track" is somehow part and parcel of the Agreements, Demand ¶¶ 92-93, they do not point to any actual provision of the Agreements requiring such tracking. In fact, Claimants expressly waived any claim based on Imagn's failure to track potential misuses. They agreed in the 2011 Agreement that in "case of damage, destruction, loss or unauthorized use of any Images by any customers who lawfully obtained Images" from Imagn, "[i]n no event . . . shall [Imagn] be liable for such unauthorized

use” and that Imagn was not “required to take any action to prosecute such unauthorized use.” 2011 Agreement ¶ 7. In the 2020 Agreement, Claimants agreed that “in no event . . . shall [Imagn] be liable, either directly or indirectly, for misuse or unauthorized use, nor shall [Imagn] be required to take any action. Without in any way limiting the generality of the foregoing provisions of the Agreements, [Imagn] is under no obligation to seek compensation for any misuse or unauthorized use and/or to give notice of such uses to anyone.” 2020 Agreement ¶ 7.

This is also shown by another provision of the 2011 Agreement, by which Imagn is not required to pay photographers for commercial use or editorial *a la carte* sales *unless and until* it receives payment – and is not required to provide photographers with a report of such uses until it issues payment to photographers. *See, e.g.*, 2011 Agreement ¶ 6(b)(i) (“[Imagn] will deliver all reports and make all payments to Photographer . . . *only after [Imagn] receives the fees* from its customers” (emphasis added)). *See also Vought v. Teachers Coll., Columbia Univ.*, 511 N.Y.S.2d 880, 882 (2d Dep’t 1987) (“[O]nce a contractual relationship was entered into between the parties, that contract defined the scope of the duties owed to the plaintiff.”). The Agreement does not contemplate that Imagn must track anything beyond payments received unless it wishes to do so. Imagn reasonably assumes that, pursuant to its agreements with various third parties, they will report their usage of Imagn-licensed images in a timely manner. In addition, under the 2020 Agreement, photographers are not entitled to any royalties, *see* 2020 Agreement ¶ 6(b), so any purported failure by Imagn to track to those royalties could cause no harm to the photographers bound by that Agreement.

While Claimants make much of royalties they believe they were owed from Reuters, the true story in fact shows how Imagn appropriately deals with such concerns. Imagn conducted a full audit of its various partners, collected any funds that were due, and shared those royalties

with the photographers. The payment of those royalties fully satisfied any possible contract claim. *See Freund v. Wash. Square Press, Inc.*, 34 N.Y.2d 379, 382 (1974) (noting that it is a fundamental principle of contract law “that the injured party should not recover more from the breach than he would have gained had the contract been fully performed”). Claimants offer no support for their contention that there must have been other past sales where a royalty would be owed, or that Imagn could somehow be held liable for any failure by their licensees to make timely payments.

They instead surmise, wholly without evidence, that Imagn must have issued “sham retroactive licenses to third parties” and made royalty payments “in a transparent effort to undercut Claimants’ claims against those third parties (and Imagn itself).” Demand ¶ 37. As the agreements with those third parties will show, which Imagn will produce after an appropriate confidentiality agreement is entered, those parties had a license for the photographs at the time they were used. To the extent late payments were made, that would constitute a breach of contract between Imagn and the third party by the third party, not copyright infringement or a breach of any contract between Imagn and Claimants. *See Graham v. James*, 144 F.3d 229, 236-37 (2d Cir. 1998).

B. Breach of Contract Claims 5-6: Settlement-Related Claims

Claimants’ remaining breach of contract allegations involve the settlements Imagn reached with various of its licensees and sublicensees to resolve copyright infringement claims eleven of the Claimants brought in the Southern District of New York, *Spurlock v. Thomson Reuters* (“*Reuters*”), Case No. 20-cv-09135-JPC (S.D.N.Y. Oct. 30, 2020), Dkt. 1.³ Pursuant to

³ The SDNY Action does not allege wrongdoing by Imagn: “Upon information and belief, Defendants did not obtain a license or proper authority to sell and distribute Plaintiffs’ image archives on an *a la carte* basis prior to doing so, and/or acted outside the scope of any license(s)

its authority under the Agreements, specific terms of which will be discussed in detail below, Imagn signed settlement agreements with Reuters News & Media, Inc., including its affiliates and sublicensees, and SIPA Press, Inc., including its affiliates and sublicensees, releasing them from liability. Demand, Attachments 16 (Reuters Agreement, Feb. 2021), 17 (SIPA Agreement, Mar. 2021). Claimants have challenged the validity of these settlement agreements in the SDNY Action, and that challenge currently remains unresolved. Meanwhile, in their Demand, Claimants' discussion of the settlement agreements ascribe "duplicious intentions" to Imagn at every turn. Demand ¶¶ 66-81. To the contrary, and as discussed further below, Imagn acted within its authority under the Agreements to wind down litigation that itself was a breach of the Agreements by Claimants. And further, Imagn split the settlement proceeds with Claimants, as the Agreements require.

The Agreements expressly and without limitation provide Imagn the exclusive authority to pursue and settle claims involving the alleged misuse of images. They state that Imagn has "full and complete authority to make claims or to institute proceedings in Photographer's name to prosecute such unauthorized use" of images submitted to Imagn. 2011 Agreement ¶ 7; *see also* 2020 Agreement ¶ 7. Further, the same paragraph of both Agreements provides that "[a]ll settlements shall be made in [Imagn]'s sole and absolute discretion," and settlement proceeds will be split equally between Imagn and the photographer. 2011 Agreement ¶ 7; *see also* 2020 Agreement ¶ 7. Claimants' fifth breach of contract claim, that Imagn "[p]urport[ed] to settle

obtained." *Reuters* Compl. ¶ 44 (attached hereto as Exhibit 2). In this Arbitration, however, Claimants change their position to the opposite: "[U]pon information and belief, [Imagn] acted in direct violation of the Contributor Agreements either by ignoring or allowing its subscription customers to sub-license Claimant's content on an *a la carte* basis." Demand ¶ 45. It is a notable and convenient change of heart.

claims on Claimants' behalf after expressly declining to investigate or pursue such claims," Demand ¶ 91, cannot survive in light of this provision.

Not only did Imagn have full authority to settle the SDNY Action, but Claimants did not have authority to initiate the SDNY Action in the first place. The 2011 Agreement provides that if Imagn "chooses not to pursue any legal action, Photographer reserves the right to do so after notification from [Imagn]." 2011 Agreement ¶ 7. And it specifies the form of this notification: "Any notice relating to this Agreement shall be in writing and delivered in person, by registered or certified mail or overnight courier." *Id.* ¶ 11(c). The 2020 Agreement provides that "Photographer may [pursue legal action] only if granted written permission by [Imagn]." 2020 Agreement ¶ 7. The 2020 Agreement similarly requires all notices to be provided by "registered or certified mail or overnight carrier." *Id.* ¶ 11(c). No such authorization was provided here. While Claimants point to an email by Bruce Odle stating that any claim related to third-party uses would be "baseless" as "waiving and declining to exercise any alleged rights Imagn may have had in that regard," Demand ¶ 52, it neither expressly granted permission or stated that Imagn would not be pursuing those claims nor was it sent in the required way. Therefore, Claimants never received the authorization required to initiate the SDNY Action.

Imagn therefore maintained and exercised its unfettered right to settle an action that was wrongfully brought. Claimants allege that Imagn had a "conflict of interest" in settling these claims, which Imagn denies. Instead, Imagn recognized that Claimants' Complaint was a blatant attempt to reopen issues which Imagn had already resolved in its best business judgment, for not only its benefit but also that of all of its contributors. After an attempt to reach a global settlement of these claims through mediation failed when Claimants unilaterally ended the parties' efforts, Imagn reached settlement agreements to bring the SDNY Action to a close.

Imagn paid claimants their share of the settlement proceeds, pursuant to the Agreements. The sum paid by Reuters News & Media, Inc. and associated entities, \$36,321.91, was the sum total paid by those parties during the audit process. Demand, Attachment 16. The photographers' shares of that total amount were already paid by Imagn in 2020. SIPA Press, Inc. and its associated entities paid \$1; thus, there was effectively nothing to share. *Id.*, Attachment 17.

* * *

In conclusion, Claimants have not alleged any conduct by Imagn that would constitute a breach of either the 2011 Agreement or the 2020 Agreement.

II. Imagn Did Not Breach a Duty of Good Faith and Fair Dealing

Claimant's second cause of action is one for breach of the duty of good faith and fair dealing. New York law does not recognize a separate cause of action for breach of the implied covenant of good faith and fair dealing where the claim is based upon the same facts as a breach of contract claim. *Ari & Co. v. Regent Int'l Corp.*, 273 F. Supp. 2d 518, 522 (S.D.N.Y. 2003). The implied covenant also "cannot be used to create independent obligations beyond the contract." *Id.* at 523. Nor can it "negate express provisions of the agreement" or establish a cause of action "where the contract terms unambiguously afford [defendant] the right to exercise its absolute discretion" to take certain action – which it then took. *Transit Funding Assocs., LLC v. Capital One Equip. Fin. Corp.*, 149 A.D.3d 23, 29-30 (1st Dep't 2017) ("Because [defendant's] complained-of conduct consists entirely of acts it was authorized to do by the contract, its alleged motivation for doing so is irrelevant.").

Here, Claimants allege a breach of the duties of good faith and fair dealing based on the same facts as their breach of contract claim. Demand ¶ 96 ("To the extent that Respondent's

conduct as set forth herein did not violate an express provision or term of Claimant's contracts, it nevertheless constitutes a breach of the covenant of good faith and fair dealing." In doing so, they seek to impose duties that conflict with the broad discretion unambiguously granted to Imagn under the Agreements. Count II thus cannot survive under New York law.

III. Imagn Neither Undertook nor Breached a Fiduciary Duty

Claimants' third claim is one for breach of fiduciary duty. The nature of the parties' relationship, as defined by the Agreements, precludes the existence of a fiduciary relationship. The 2011 and 2020 Agreements both state:

This Agreement is not an employment agreement between [Imagn] and Photographer. Photographer is acting as an independent contractor. This Agreement does not constitute a joint venture or partnership. Neither Photographer nor [Imagn] shall hold themselves out to any third party contrary to this understanding.

2011 Agreement ¶ 11(a); 2020 Agreement ¶ 11(a).

To establish the existence of a fiduciary relationship, the party making the claim must show that the parties created "a relationship of higher trust" above and beyond the contractual relationship, thus establishing duties independent of the parties' contractual duties. *Fillmore East BS Fin. Subsidiary LLC v. Capmark Bank*, 552 F. App'x 13, 17 (2d Cir. 2014). "A fiduciary relationship does not exist between parties engaged in an arm's length business transaction." *Dembeck v. 220 Cent. Park S., LLC*, 33 A.D.3d 491, 492 (1st Dep't 2006). Where there is "a 'formal written agreement covering the precise subject matter of the alleged fiduciary duty,' there is no actionable tort for a breach of fiduciary duty." *Fillmore East*, 552 F. App'x at 17 (quoting *Pane v. Citibank, N.A.*, 19 A.D.3d 278, 279 (1st Dep't 2005)). As with the breach of good faith and fair dealing claim in Count II, where a plaintiff's breach of fiduciary duty claim is "based upon the same facts and theories as his breach of contract claim," the claim is "properly

dismissed as duplicative.” *Brooks*, 26 A.D.3d at 630; *see also Ganieva v. Ivywise, LLC*, 2021 N.Y. Misc. LEXIS 1737, at *18-19 (N.Y. Sup. Ct. N.Y. Cty. Apr. 13, 2021).

Here, nothing about the parties’ “independent contractor” relationship creates duties beyond the Agreements – and Claimants fail to allege otherwise. The Claimants’ allegations in support of this Count merely describe the parties’ relationship, rights, and relinquished rights pursuant to the Agreements. Additionally, similar to Count II, the Claimants fail to allege a breach of a fiduciary duty that is independent from their breach of contract claim. For these reasons, Count III should be dismissed.

IV. Paragraph 7 of the Agreements Is Consistent with Public Policy, and the Releases to Reuters and SIPA Were Properly Granted

Claimants’ fourth cause of action seeks a declaration that Paragraph 7 of the contributor agreements is invalid, primarily based on their assertion that it constitutes a transfer of a “bare right to sue.” This is belied by the clear text of each Agreement.

The 2011 Agreement provides Imagn the “exclusive worldwide right to use, copy, perform, display, market, distribute, license, sub-license and negotiate the production rights of all photographic images, digital files, video images or footage and all other photographic materials that are delivered to [Imagn] by Photographer (including Stock Images (as defined below), collectively the “Images”), in any and all media, now known or hereafter developed, whether such Images are created by Photographer while working under credentials issued from or through [Imagn] or otherwise.” 2011 Agreement ¶ 1. The 2020 Agreement similarly grants Imagn “the perpetual worldwide right to reproduce, distribute, publicly perform, publicly display, market, license, sub-license and negotiate the rights to, edit, and otherwise use, all photographic images delivered to [Imagn] by Photographer (the “Images”), in any and all media, now known or hereafter developed, whether such Images are created by Photographer while

working under credentials issued through [Imagn] or otherwise. During the term of this Agreement and any renewals thereof, the right granted herein to [Imagn] shall be exclusive.” 2020 Agreement ¶ 1. An exclusive license is precisely the type of grant that courts have recognized as being more than a bare right to sue. *See John Wiley & Sons, Inc. v. DRK Photo*, 882 F.3d 394, 405 (2d Cir. 2018).

Claimants attempt to argue that the license was not truly exclusive by pointing to other language in the Agreements. The fact that each photographer retained the copyright in his images and some licensing rights was expressly rejected by the Ninth Circuit as grounds for undermining an exclusive license. *Minden v. John Wiley & Sons, Inc.*, 795 F.3d 997, 1000 (9th Cir. 2015). Oddly, Claimants also cite their own representations that they were the owners of the images they were licensing, when of course they had to own the images at the time the exclusive license was granted. They also contend that Imagn could only resolve claims involving enforcement of its own rights, but all of the SDNY Action claims emerged from images validly licensed by Imagn, *see supra* n.3.

While it is true that Paragraph 7 limits Claimants’ ability to sue for infringement, *see* Demand ¶ 133, this is part of the parties’ mutual give-and-take. Respondent is not aware of any New York law that would limit the freedom to contract away these rights when a party so chooses – as Claimants have chosen to do here.

Additionally, Imagn does not have “a duty to take Claimants’ interests and damages equally into account in negotiating any settlement terms.” *Id.* ¶ 137. The settlement provision in Paragraph 7 affords Imagn complete, unconditional authority to make settlements in its “sole and absolute discretion.” 2011 Agreement ¶ 7; 2020 Agreement ¶ 7. This is critical to Imagn’s business. In order for the parties’ arrangement to function, Imagn requires this flexibility so that

it will be the exclusive party dealing with its customers – both in negotiations and in addressing disputes. By guaranteeing its customers, with whom it also has contracts, the certainty of not having to negotiate with various contributors, Imagn is able to provide a practical service to its customers and thus generate income for both itself and Claimants. Claimants’ attempt to insert an obligation that Imagn negotiate in their favor cannot be implied in an arms-length business transaction – especially here, where any legal action would be against a customer of Imagn, *with whom it also has a contract*.

V. Imagn Was Not Unjustly Enriched

Claimants also fail to state a claim for unjust enrichment. “The basis of a claim for unjust enrichment is that the defendant has obtained a benefit which in ‘equity and good conscience’ should be paid to the plaintiff.” *Corsello v. Verizon N.Y., Inc.*, 18 N.Y.3d 777, 790 (N.Y. 2012) (quoting *Mandarin Trading Ltd. v. Wildenstein*, 16 N.Y.3d 173, 182 (N.Y. 2011)); *Paramount Film Distrib. Corp. v. New York*, 30 N.Y.2d 415, 421 (N.Y. 1972). An unjust enrichment claim, however, “is not a catchall cause of action to be used when others fail” and is “available only in unusual situations” where, despite a defendant not having breached a contract, “circumstances create an equitable obligation running from the defendant to the plaintiff.” *Corsello*, 967 N.E.2d at 1185. “An unjust enrichment claim is not available where it simply duplicates, or replaces, a conventional contract or tort claim.” *Id.* “Where the parties executed a valid and enforceable written contract governing a particular subject matter, recovery on a theory of unjust enrichment for events arising out of that subject matter is ordinarily precluded.” *IDT Corp. v. Morgan Stanley Dean Witter & Co.*, 12 N.Y.3d 132, 142 (2009).

Claimants allege, “upon information and belief,” that Imagn “received benefits unjustly by leveraging Claimants’ content—including historical content—to obtain subscription-based revenue from Reuters, without paying any royalties or revenue to Claimants or any other

contributing photographers.” Demand ¶ 145. As discussed above, the 2011 Agreement expressly allowed Imagn to provide the Claimants’ images on a subscription basis to Imagn’s customers in its “sole discretion” without paying any royalties for those uses – and without paying any royalties it does not receive for commercial or *a la carte* uses. 2011 Agreement ¶ 6(a)(ii). The 2020 Agreement states that the assignment fee is in “lieu of any other compensation for the use of Images by [Imagn’s] customers, including but not limited to additional royalty payments.” 2020 Agreement ¶ 6(b). Therefore, Claimants expressly contracted away any benefit they would have received.

Claimants also argue that the 2019 merger between Gannett and GateHouse Media somehow led to Imagn being unjustly enriched because their images were now made freely available to any newspapers owned by the combined Gannett-GateHouse company. First, Claimants do not even attempt to explain how Imagn, the only Respondent, itself benefitted from this supposed inequity. Second, as discussed above, both Agreements allowed Imagn to provide images to its customers on a subscription basis, and nothing prevented those customers from being internal ones. Both Agreements granted Imagn a broad right to make use of the images. *See* 2011 Agreement ¶ 1; 2020 Agreement ¶ 1. More directly, the 2020 Agreement was explicit that Imagn could allow its “corporate affiliates, customers, and/or prospective customers to use Images with or without requiring that compensation be paid to [Imagn],” *id.* ¶ 5. And the 2011 Agreement acknowledged that Imagn “may, from time to time, allow [Imagn’s] customers to use certain Images and Stock Images without compensation” in its “sole and absolute discretion and without further compensation to or consent from Photographer.” 2011 Agreement, Ex. A ¶ 3.

Finally, Claimants allege that Imagn was unjustly enriched through the releases it granted to its licensees and sublicensees. This is simply duplicative of their contract claims. In addition,

Imagn has already distributed the portion of the settlement amount from the Reuters agreement owed to Claimants. They also argue that, by entering the settlement agreements, Imagn was attempting to undercut its own liability exposure and indemnification obligations – but Imagn did not do so at Claimants’ expense, and in fact *paid Claimants* their fair share of the benefits received. Given all of this, Claimants have not stated a claim for unjust enrichment.

VI. Imagn Did Not Infringe Claimants’ Copyrights

Claimants assert that Reuters, Adobe, and other defendants in the SDNY Action infringed upon their copyrights by selling their images “on an *a la carte* basis – essentially taking the place of Imagn in the marketplace,” and that Imagn “should be held liable for secondary infringement” because it either “failed to supervise and/or hold such customers accountable” or “deliberately allowed such activity to take place.” Demand ¶ 152.

First, “an exclusive licensee of any of the rights comprised in the copyright, though it is capable of breaching the contractual obligations imposed on it by the license, cannot be liable for infringing the copyright rights conveyed to it.” *U.S. Naval Inst. v. Charter Commc’ns, Inc.*, 936 F.2d 692, 695 (2d Cir. 1991). As discussed above, Imagn is an exclusive licensee of Claimants and cannot be held liable for infringing copyright rights of which it had full control.

Second, a showing of direct copyright infringement is necessary to establishing secondary liability. *MGM Studios Inc. v. Grokster, Ltd.*, 545 U.S. 913, 930 (2005). As discussed above, the parties sued in the SDNY Action had a license at the time the images were used, *see e.g., supra* n.3. To the extent a royalty was not timely paid, that claim sounds in contract, not copyright law, *see Graham*, 144 F.3d at 235-36, and Imagn, not Claimants, would be the potential plaintiff, with Imagn’s licensees as the potential defendants.

In addition, Claimants have not actually identified any specific acts of direct infringement. They instead assert generally that their “claims of secondary infringement relate to

all photos either downloaded or accessed by the Third-Party Resellers and newspaper outlets selling unauthorized products featuring Claimants' photos." Demand ¶ 153. They task Imagn with investigating and identifying potential violations: "Imagn already is in possession of and can readily ascertain the identity of all photographs at issue in this Claim." *Id.* This does not suffice to state a claim. Claimants have neither identified the actual works at issue nor given any statement of what acts during what time period caused the alleged infringement. *See Cole v. John Wiley & Sons*, 2012 U.S. Dist. LEXIS 108612, at *37-41 (S.D.N.Y. Aug. 1, 2012).

Third, Claimants expressly waived any potential claims against Imagn in connection with alleged misuse of their images by third-party customers or failure to prosecute such misuse, as discussed above. *See supra* at I.A. The claim here relates to precisely that – "knowledge of such third-parties' unauthorized use/sales and failure to ensure that a proper license had been secured." Demand ¶ 151; *see id.* ¶ 152 ("Respondent has either failed to supervise and/or hold such customers accountable, or it knows the intent of such customers in the first place and deliberately allowed such activity to take place."). Therefore, even if Claimants could demonstrate specific instances of infringement, their Agreements preclude them from bringing a claim against Imagn.

VII. Imagn Has Not Violated the "Freelance Isn't Free" Act

Claimants' allege that Imagn's actions "over the last several months" violated the New York City "Freelance Isn't Free" Act ("FIFA"). Demand ¶¶ 154-56 (citing N.Y.C. Admin. Code § 20-930). This claim must fail with respect to the vast majority of Claimants because FIFA only applies to contracts entered into after the Act's effective date, May 15, 2017. *Clement v. Fuchs*, 2020 NY Slip Op 31520(U), ¶ 6 (Sup. Ct., N.Y. Cty. 2020) ("FIFA applies to contracts that are entered into on or after the effective date of May 15, 2017."); *Lau v. Tycoon Brand*

Holdings LLC, 2020 NY Slip Op 32949(U), ¶¶ 1-2 (Sup. Ct., N.Y. Cty. 2020) (“FIFA . . . was enacted in May 2017 and was not retroactive.”). For eleven of the fourteen Claimants – all except Noah Murray, Steven Flynn, and Ian Rutherford – the effective dates of their Agreements alone preclude the application of the FIFA. *See* Demand, Attachment 1 (listing Claimants’ effective Agreements).

FIFA also only applies to New York City residents, or at least persons who performed the substantial part of the work at issue in New York City. *See Turner v. Sheppard Grain Enters., LLC*, 68 Misc. 3d 385, 389 (Sup. Ct., N.Y. Cty. 2020) (“Under the impact standard, the Court finds that plaintiff is not entitled to the protections of FIFA because he is not a New York City resident and he performed the vast majority of his work from Connecticut.”). In *Turner*, the court made clear that the *plaintiff’s* nexus with New York City, not the defendant’s, controls whether the Act applies. *Id.* at 389 (stating that to rely upon the defendant’s location would be an inappropriately “expansive” reading of the law that “lacks common sense, rationality and has no bearing on the purpose of this statute.”). Notably, two of the three Claimants, Flynn and Rutherford, whose contract dates do not preclude the application of the FIFA, are based in the United Kingdom. While Murray did at times shoot events in New York City, he was based in New Jersey and shot a significant number of his images in that state or elsewhere. Thus, none of the Claimants can summon FIFA’s protection.

Finally, setting aside the fact that Imagn did not retaliate against Claimants, FIFA only applies to retaliation that is related to the assertion of rights guaranteed by FIFA. N.Y.C. Admin. Code § 20-930 (forbidding retaliatory acts “that penalizes a freelance worker for, or is reasonably likely to deter a freelancer worker from, exercising or attempting to exercise any right guaranteed under this chapter”); *Sandles v. Magna Legal Servs., LLC*, 62 Misc. 3d 761, 769 (Civ.

Ct., N.Y. Cty. 2018) (stating that rights not explicitly provided under FIFA cannot “serve as predicates for a FIFA retaliation claim”). The rights FIFA guarantees are (1) a written contract, N.Y.C. Admin. Code § 20-928, and (2) timely payment, § 20-929. In other words, “FIFA protects the rights to a written contract upon request and prompt payment, and therefore retaliation against the exercise or attempted exercise of those rights.” *Sandles*, 62 Misc. 3d at 769.

Claimants here allege that they have been “denied work opportunities” because they “expressed dissatisfaction with the relationship by retaining counsel and putting Imagn on notice of potential litigation.” Demand ¶ 156. They do not claim that Imagn retaliated against them in any manner related to FIFA. In other words, setting aside the inaccuracy of their characterization, Claimants assertion of FIFA fails because they *have written contracts* with Imagn and *were timely paid* by Imagn.

Imagn thus upheld its obligations under the Agreements and is not liable under FIFA.

VIII. The 2020 Agreement Limits Any Possible Liability

The 2020 Agreement, which is binding on Claimants Noah Murray, Steven Flynn, and Ian Rutherford, and would be binding on any 2020 class members, includes an important limitation on liability that Arbitrators, as well as Claimants, should be aware of. Paragraph 4 of the 2020 Agreement, which sets forth photographers’ indemnification obligations states, in relevant part:

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH
HEREIN (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR
ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, STATUTORY OR
PUNITIVE DAMAGES AND/OR ATTORNEYS’ FEES (INCLUDING BUT
NOT LIMITED TO STATUTORY DAMAGES AND/OR ATTORNEY’S FEES
UNDER THE COPYRIGHT ACT) ARISING OUT OF OR IN ANY WAY
RELATED TO THIS AGREEMENT, AND/OR THE LICENSING RIGHTS
GRANED HEREIN, WHETHER IN AN ACTION OR ARISING OUT OF

BREACH OF CONTRACT, TORT, STATUTE OR ANY OTHER CAUSE OF ACTION OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) NEITHER PARTY'S LIABILITY TO THE OTHER PARTY WILL EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID TO PHOTOGRAPHER UNDER TO THIS AGREEMENT OR \$10,000, WHICHEVER IS LOWER.

Therefore, any claimant who is subject to the 2020 Agreement cannot recover more than \$10,000 under any circumstances, and their attorneys may not recover any separate fee award.

As noted above, three of fourteen Claimants are bound by the 2020 Agreement. And, currently, *all but three other Imagn photographers who are not Claimants* are bound by the 2020 Agreement.

COUNTERCLAIM

Imagn, by way of counterclaim against Claimants Brian Spurlock, Steven Mitchell, Adam Hunger, Thomas Russo, Greg Cooper, Stewart Milne, Noah Murray, Ian Rutherford, Steven Flynn, James E. Brown, and Mark Zerof (the “Counterclaim Defendants”),⁴ alleges as follows:

1. Claimants Brian Spurlock, Steven Mitchell, Adam Hunger, Thomas Russo, Greg Cooper, Stewart Milne, James E. Brown, Charles Small, Derick Hingle, Brad Barr, and Mark Zerof are each a party to a version of the 2011 Agreement with Imagn. Claimants Noah Murray, Ian Rutherford, and Steven Flynn are each a party to a version of the 2020 Agreement with Imagn.
2. Counterclaim Defendants have breached their Agreements with Imagn in several ways. First, both Agreements give Imagn the exclusive right to institute proceedings for potential misuses of images by an Imagn customer and require a photographer to obtain “notification,” 2011 Agreement ¶ 7, or “written permission,” 2020 Agreement ¶ 7, from Imagn before

⁴ Charles Small, Derick Hingle, and Brad Barr are not plaintiffs in the SDNY Action.

proceeding on his or her own. Counterclaim Defendants instituted the SDNY Action without receiving such authorization from Imagn.

3. While Claimants contend that an email sent by Imagn’s President constituted such notice, Demand ¶ 52, the Agreements do not recognize an email as a sufficient means of providing notice. *See* 2011 Agreement ¶ 12(c) (requiring notice to be “delivered in person, by registered or certified mail or overnight courier”); 2020 Agreement ¶ 12(c) (requiring notice to be “delivered by registered or certified mail or overnight courier”).

4. By bringing the SDNY Action without first receiving Imagn’s proper authorization, Counterclaim Defendants have breached their respective Agreements with Imagn.

5. Counterclaim Defendants have also breached the Agreements by continuing to press the SDNY Action even though Imagn has granted Reuters, SIPA, and their sublicensees full releases. As discussed above, Imagn has full authority to release such claims.

6. Imagn faces potentially significant indemnification demands from defendants in the SDNY Action for the defense costs they have incurred and continue to incur.

7. Both the 2011 and 2020 Agreements state that the photographer “agrees to indemnify, defend and hold [Imagn], its affiliates, successors and assigns, and their respective officers, directors, employees, representatives and agents, harmless from and against any and all claims, demands, actions, causes of action, settlements, damages and expenses (including reasonable attorney’s fees and court costs) arising directly or indirectly from . . . the breach or alleged breach by Photographer of any representations, warranties, covenants or agreements made by Photographer” in the Agreement. 2011 Agreement ¶ 4; 2020 Agreement ¶ 4.

8. Magn thus seeks indemnification pursuant to the Agreements for the expenses it has been forced to endure – and may be forced to endure – because of Claimants’ blatant breach of paragraph 7 of their Agreements.

9. In accordance with AAA Rule 5(b), Respondent states that the amount involved is currently approximately \$125,000 and continues to accrue as the SDNY Action continues.

CONCLUSION

For the foregoing reasons, Respondent denies the allegations of Claimants’ Demand. Respondent requests that the Counts brought against it be denied, that its Counterclaim be granted, and, to extent otherwise available under the Agreements, that it be awarded costs, attorney’s fees, and all appropriate relief that this tribunal deems just and proper.

Dated: May 13, 2021

Respectfully submitted,

BALLARD SPAHR LLP

By: /s/ Thomas B. Sullivan

Thomas B. Sullivan
1675 Broadway, 19th Floor
New York, NY 10019-5820
Telephone: (212) 850-6139
Fax: (212) 223-1942
sullivant@ballardspahr.com

Leslie Minora
1735 Market Street, 51st Floor
Philadelphia, PA 19103
Telephone: (215) 864-8137
Fax: (215) 864-8999
minoral@ballardspahr.com

Counsel for Respondent

Exhibit 1



US PRESSWIRE, LLC
PHOTOGRAPHER AGREEMENT

THIS PHOTOGRAPHER AGREEMENT ("Agreement") is made effective as of August 1, 2004 ("Effective Date"), between US PRESSWIRE, LLC, a Florida limited liability company, having offices at 13102 SW 19th Street, Davie, FL 33325 ("Agency") and _____, an individual residing at _____ ("Photographer").

- 1) Representations and Warranties of Photographer. Photographer represents and warrants to Agency that: (a) Photographer is the sole and exclusive owner of all digital files and all other photographic images delivered by Photographer to Agency ("Images"); (b) if Photographer is not the owner of any Images, Photographer has the right to deliver such Images to Agency, and Photographer shall acquire the copyright owner's permission for Agency to use the Images; and (c) Photographer has the right to enter in this Agreement with Agency. Photographer does not warrant the accuracy of any caption or metadata associated with the Images.
- 2) Grant of Authority. Photographer hereby grants to Agency a limited, non-exclusive, non-transferable, worldwide right and license to market, distribute and negotiate the production rights to use the Images in an editorial manner. Photographer retains all right, title, and interest in and to all of the copyrights and all other intellectual property rights related to the Images. No other rights are granted to Agency except the limited license specified in this Agreement. Agency shall not be entitled to use any Images except as expressly permitted in this Agreement. The Images may not be used for any commercial, promotional, endorsement, advertising or merchandising use without the prior written consent of Photographer. For clarification, use of the Images in an editorial manner means use relating to events that are newsworthy or of public interest.
- 3) Restrictions. Images shall not be used contrary to the rights and restrictions in this Agreement. Images may be cropped, provided that the editorial integrity of the Images are not compromised. Defamatory or other unlawful use of the Images is strictly prohibited. Agency shall comply with all applicable laws, rules, and regulations. Images shall not be incorporated into a logo, trademark or service mark. Agency may not falsely represent that Agency is the original creator of a visual work that is based on the Images.
- 4) Releases. No releases are generally obtained for the Images. Photographer shall notify Agency if Photographer has obtained a release for any Images. If no such notice is given, then no such release has been obtained. Except where Agency is specifically notified that a release has been obtained, Photographer does not grant any right nor make any warranty with regard to the use of names, people, trademarks, trade dress, logos, copyrights, designs or works of art depicted in any Images. Agency shall be solely responsible for determining whether a release is required in connection with any proposed use of the Images, and Agency shall be responsible for obtaining such release.
- 5) Commissions. Agency shall retain a commission from the fees collected by the Agency from the use of the Images in accordance with Exhibit A attached hereto and incorporated herein by reference. Agency shall, on a monthly basis: (a) pay to Photographer the balance of the fees collected by Agency from the use of the Images in accordance with Exhibit A, and (b) deliver to Photographer a report listing the origin, description, and amount of fees collected by Agency for the use of the Images.
- 6) Unauthorized Use of the Images. In case of damage, destruction, loss or unauthorized use of any Images by any user, who lawfully obtained any Images from Agency, Photographer hereby grants Agency full and complete authority to make claims or to institute proceedings in Photographer's name. In no event, however, shall Agency be required to take any action. If Agency chooses not to pursue any legal action, Photographer reserves the right to do so. If any Images become subject to a claim of infringement, Agency shall (and shall ensure that its clients) immediately and at its own expense: (i) stop using the affected Images; (ii) return to Photographer all affected original photographic Images; and (iii) remove or delete all affected electronic Images stored by Agency.

- 7) DISCLAIMER AND LIMITATION OF LIABILITY. UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT, PHOTOGRAPHER DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE IMAGES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHOTOGRAPHER SHALL NOT BE LIABLE TO AGENCY OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF PHOTOGRAPHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. PHOTOGRAPHER SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING OUT OF OR AS A RESULT OF MODIFICATIONS MADE TO THE IMAGES BY AGENCY OR THE CONTEXT IN WHICH IMAGES ARE USED BY AGENCY. IN NO EVENT SHALL PHOTOGRAPHER'S TOTAL LIABILITY TO AGENCY OR ANY OTHER PERSON OR ENTITY EXCEED THE TOTAL AMOUNT PAID UNDER THIS AGREEMENT BY AGENCY TO PHOTOGRAPHER IN THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THE CLAIM AROSE.
- 8) Indemnification. (a) Photographer. Provided the Images are used in accordance with this Agreement and Agency is not otherwise in breach of this Agreement, Photographer shall defend, indemnify and hold harmless Agency from all damages, liabilities and expenses (including reasonable outside attorney fees), arising out of or as a result of claims by third parties relating to any breach by Photographer of Photographer's warranties set forth in this Agreement. Photographer shall have no obligation under this Section for any claims that arise out of or are a result of: (i) Agency's modification of the Images; (ii) the context in which Images are used by Agency; or (iii) Agency's failure to comply with the terms of this Agreement. (b) Agency. Agency shall defend, indemnify and hold harmless Photographer from all damages, liabilities and expenses (including reasonable outside attorneys' fees), arising out of or as a result of claims by third parties relating to: (i) Agency's use of any Images outside the scope of this Agreement; (ii) any other actual or alleged breach by Agency of this Agreement; or (iii) Agency's failure to obtain any required release.
- 9) Term and Termination. This Agreement shall commence on the Effective Date and shall continue for an initial term of five (5) years, and shall automatically renew for additional successive one (1) year terms. Notwithstanding the foregoing: (i) Photographer may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to Agency; and (ii) this Agreement shall terminate immediately upon the death of the Photographer. Upon termination of this Agreement: (i) the limited license specified in this Agreement shall terminate; (ii) Agency must immediately stop using the Images; (iii) Agency must immediately return to Photographer all original photographic Images; (iv) Agency must immediately remove or delete all electronic Images stored by Agency; and (v) Agency must pay to Photographer the balance of any fees collected by Agency from the use of the Images prior to termination. Photographer shall have the right to inspect and audit Agency's facilities to confirm the foregoing.
- 10) Miscellaneous.
- a. Independent Contractor. This Agreement is not an employment agreement between Agency and Photographer. Photographer is acting as an independent contractor. This Agreement does not constitute a joint venture or partnership. Neither Photographer nor Agency shall hold themselves out to any third party contrary to this understanding.
- b. Governing Law and Arbitration. This Agreement shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Florida, without regard to the conflicts of law principles thereof. Any disputes arising from this Agreement or its enforceability shall be finally settled by binding arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the Commercial Rules of the American Arbitration Association to be held in Broward County, Florida. Any award rendered will be final and conclusive upon the parties and judgment thereon may be entered in any court having jurisdiction over the parties and subject matter. The prevailing party shall be entitled to recover its reasonable legal costs. Notwithstanding the foregoing, Photographer shall have the right to commence and prosecute any legal or equitable action

or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Agency.

- c. Notices. Any notice relating to this Agreement shall be in writing and delivered in person, by registered or certified mail or overnight courier. Notices shall be addressed to the parties at the addresses set forth in this Agreement. Either party may designate a new address by notice to that effect given to the other party. Notices shall be deemed given (i) if by registered or certified mail, three days after mailing, (ii) if by overnight courier, the day after delivery by such courier service to the proper address and (iii) if delivered in person, the day of delivery.
- d. Successors and Assigns. This Agreement shall be binding upon Agency and Photographer, and their respective heirs, executors, administrators, successors and permitted assigns.
- e. Entire Agreement. This Agreement constitutes the entire understanding between Agency and Photographer and supersedes any prior understandings or agreements, oral or written.
- f. No Assignment. This Agreement is personal to Agency and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Agency) without Photographer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, and any action or conduct in violation of the foregoing shall be void and without effect.
- g. Counterparts. This Agreement may be executed in any number of original, facsimile or electronic counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Photographer Agreement as of the date first set forth herein above.

PHOTOGRAPHER:

Signature: _____
Print Name:

US PRESSWIRE, LLC:

By: _____
Print Name:
Title: Member



EXHIBIT A

COMMISSIONS SCHEDULE TO THE
PHOTOGRAPHER AGREEMENT (“AGREEMENT”) BETWEEN
USPRESSWIRE, LLC (“AGENCY”) AND _____ (“PHOTOGRAPHER”)

WHEREAS, pursuant to the Agreement, Agency has agreed to remit certain payments to Photographer for fees collected by Agency for the use of the Images (as defined in the Agreement), and Agency is entitled to retain a commission for the fees collected by Agency for the use of the Images.

NOW, THEREFORE, the parties hereto hereby agree as follows:

- 1) Third Party Fees. Photographer agrees and understands that Agency has entered into certain agreements with third party agencies (“Third Parties”) pursuant to which such Third Parties have been granted the authority to distribute the Images on their respective websites and via other electronic means. The Third Parties shall remit commissions to Agency from the use of the Images by the Third Parties (“Third Party Fees”), in accordance with such Third Party agreements. Thereafter, Agency shall remit to Photographer fifty percent (50%) of the Third Party Fees, and Agency shall retain a commission of fifty percent (50%) of the Third Party Fees.
- 2) Agency Fees. Agency shall remit to Photographer fifty percent (50%) of all fees collected by Agency from the use of the Images by the Agency (“Agency Fees”), and Agency shall retain a commission of fifty percent (50%) of the Agency Fees.
- 3) Uncompensated Use. Photographer agrees and understands that Agency may, from time to time, allow Agency’s customers to use certain images without compensation; provided, however, Agency shall not allow Agency’s customers to use any Images delivered by Photographer to Agency without compensation without Photographer’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed. This will be for, among other reasons, the purpose of revenue generating usage commitments or for promotional trials from the customer.

PHOTOGRAPHER:

Signature: _____
Print Name: _____

US PRESSWIRE, LLC:

By: _____
Print Name: _____
Title: Member

Exhibit 2

McCULLOCH | KLEINMAN LAW
Kevin P. McCulloch
Nate A. Kleinman
501 Fifth Avenue, Suite 1809
New York, New York 10017
T: (212) 355-6050
F: (206) 219-6358
kevin@mkiplaw.com
nate@mkiplaw.com
Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

BRIAN SPURLOCK; STEVEN
MITCHELL; ADAM HUNGER;
THOMAS RUSSO; GREG COOPER;
STEWART MILNE; NOAH MURRAY;
IAN RUTHERFORD; STEVEN FLYNN;
JAMES E. BROWN; and MARK
ZEROF,

Plaintiffs,

v.

THOMSON REUTERS AMERICA
CORPORATION; ADOBE, INC.; SIPA
PRESS, INC.; MAINSTREAM DATA,
INC. d/b/a NEWS.COM; TT NEWS
AGENCY; NTB SCANPIX; SCANPIX
BALISTICS; SCANPIX DENMARK;
PRESSE SPORTS; IMAGEGLOBE d/b/a
BELGA IMAGE; REAL TIME IMAGES;
and JOHN DOE COMPANIES 1-10,

Defendants.

Civil Case No.

**COMPLAINT
AND DEMAND FOR JURY TRIAL**

Plaintiffs Brian Spurlock, Steven Mitchell, Adam Hunger, Thomas Russo, Greg Cooper, Stewart Milne, Noah Murray, Ian Rutherford, Steven Flynn, James E. Brown, and Mark Zerof (collectively “Plaintiffs”), by and through undersigned counsel, hereby demand a trial by jury of all claims and issues so triable, and, as for their Complaint against Defendants Thomson Reuters America Corporation; Adobe, Inc.; Sipa Press, Inc.; Mainstream Data, Inc. d/b/a Newscom; TT News Agency; NTB Scanpix; Scanpix Baltics; Scanpix Denmark; Presse Sports; ImageGlobe d/b/a Belga Image; Real Time Images; and John Doe Companies 1-10 (collectively “Defendants”) hereby asserts and alleges as follows:

NATURE OF THE ACTION

1. This is an action for copyright infringement against Defendants for the unauthorized and infringing use of Plaintiffs’ photographic works.
2. Plaintiffs seek all damages available under the law and other relief as set forth herein related to Defendants’ infringement of Plaintiff’s copyrights in the photos at issue.

PARTIES

3. Plaintiffs are professional freelance photographers and photojournalists who make their living by taking and licensing news and sports-related photographs for editorial use.
4. Plaintiffs Brian Spurlock (“Spurlock”) and Thomas Russo (“Russo”) are residents of Indiana.
5. Plaintiff Steven Mitchell (“Mitchell”) is a resident of Florida.
6. Plaintiff Greg Cooper (“Cooper”) is a resident of Massachusetts.
7. Plaintiffs Adam Hunger (“Hunger”) and Noah Murray (“Murray”) are residents of New Jersey.
8. Plaintiffs James E. Brown (“Brown”) is a resident of Tennessee.

9. Plaintiffs Steven Flynn (“Flynn”) and Ian Rutherford (“Rutherford”) are residents of the United Kingdom.

10. Plaintiff Stewart Milne (“Milne”) is a resident of Rhode Island.

11. Plaintiff Mark Zerof (“Zerof”) is a resident of Kentucky.

12. Defendant Thomson Reuters America Corp. (“Reuters”) is a corporation registered in Delaware with offices around the world, including in this District at 3 Times Square, New York, NY 10036.

13. Defendant Adobe, Inc. (“Adobe”) is a corporation registered in Delaware with offices around the world, including in this District at 1540 Broadway, 17th Floor, New York, NY 10036.

14. Defendant Sipa Press, Inc. (“Sipa”) is a corporation registered in Delaware with its principal office located at 85 Broad Street, Suite 18-115, New York, NY 10004.

15. Defendant Mainstream Data, Inc. d/b/a Newscom (“Newscom”) is a corporation registered in Delaware, with its principal office located in Salt Lake City, Utah.

16. Defendants TT News Agency (formerly Scanpix Sweden), NTB Scanpix, Scanpix Baltics, and Scanpix Denmark (collectively, the “Scanpix Defendants”) are four separate but associated photo licensing companies based in Europe.

17. Defendant Presse Sports (“Presse Sports”) is a photo licensing company based in Boulogne-Billancourt, France.

18. Defendant ImageGlobe d/b/a Belga Image (“Belga”) is a photo licensing company based in Brussels, Belgium, and a subsidiary of the Belga News Agency.

19. Defendant Real Time Images (“Real Time Images”) is a photo licensing company based in Cape Town, South Africa.

20. Collectively, the Scanpix Defendants, Presse Sports, Belga, and Real Time Images are referred to herein as the “Foreign Distributors.”

21. Defendants John Doe Companies 1-10 (the “John Doe Companies”) are as-of-yet unidentified entities that are offering for sale, publishing, and distributing Plaintiffs’ photographs.

JURISDICTION AND VENUE

22. Jurisdiction for Plaintiffs’ claims lies with the United States District Court for the Southern District of New York pursuant to the Copyright Act of 1976, 17 U.S.C. §§ 101, *et seq.*, 28 U.S.C. § 1331 (conferring original jurisdiction “of all civil actions arising under the Constitution, laws, or treaties of the United States”), and 28 U.S.C. § 1338(a) (conferring original jurisdiction over claims arising under any act of Congress relating to copyrights).

23. Venue is proper in this Court under 28 U.S.C. § 1400(a) because Defendants may be found in this District.

24. This Court has personal jurisdiction over Defendants because, upon information and belief, they conduct substantial and ongoing business in the State of New York and in this District.

25. Defendants Reuters, Adobe, and Sipa each operate out of offices located in New York City and each also conducts substantial business in the State of New York, including by partnering with content providers located in this District.

26. Upon information and belief, Defendant Newscom operates and conducts substantial business in the State of New York, including by partnering with content providers located in this District and by operating a teleport or “network operations center” in New York.

27. Upon information and belief, each of the Foreign Distributors has contracted with businesses and/or engaged in significant activities in this District, including through the

distribution and licensing of images provided by Reuters, Adobe, and/or Sipa.

FACTUAL ALLEGATIONS

28. Plaintiffs are freelance photographers who make their living primarily by obtaining media credentials to photograph sporting events and then subsequently licensing their photographs to various media outlets.

29. Plaintiffs license their photos primarily through Imagn Content Services, LLC (“Imagn”), the photo licensing division of the USA Today Network.

30. Because Plaintiffs “contribute” their photographic content to Imagn under a licensing contract, they are generally referred to in the industry as “contributors” and their contractual licensing agreements with Imagn are generally referred to as “contributor agreements” (hereinafter, the “Contributor Agreements”).

31. In all cases, although Plaintiffs license and distribute their photographs through Imagn, which acts as their licensing agent, Plaintiffs always have retained ownership of and all copyrights in/to their photographs.

32. Each of Plaintiffs’ various Contributor Agreements with Imagn expressly recognizes and provides that Plaintiffs retain all copyrights in the photographs that they contribute/license to Imagn.

33. Plaintiffs have never transferred or assigned copyrights in their photographs to Imagn, or Defendants.

34. Plaintiffs have never authorized or permitted Imagn to act on their behalf in any respect with regard to potential violations or infringements of their copyrights. Plaintiffs have never authorized or permitted Imagn to settle or release any copyright claims (including through

granting so-called “retroactive” or “clean up” licenses) that Plaintiffs may have against any third parties, including but not limited to claims against Defendants.

35. In or about March 2020, Plaintiffs became aware that Defendants are offering many thousands of Plaintiffs’ photographs for sale on the Defendants’ various online platforms.

36. The Defendants are offering Plaintiffs’ photographs for sale on an *a la carte* basis, meaning that Defendants offer individual photographs for sale on a separate basis.

37. Upon information and belief, Defendants have been offering Plaintiffs’ photographs for sale on an *a la carte* basis for at least several years.

38. Attached hereto as Exhibit 1 are screen captures showing examples of Defendants Reuters, Adobe, Newscom, and Sipa’s display and sale of Plaintiffs’ photos on each of their websites.

39. The screen captures shown in Exhibit 1 are not exhaustive and are attached merely for illustrative purposes.

40. Because information regarding the scope of third-party sellers’ display and sale of Plaintiffs’ photographs remains in Defendants’ and Imagn’s possession, Plaintiffs are not able to determine the full scope of use at this time.

41. Upon information and belief, Defendants Reuters and Sipa have distributed Plaintiffs’ photographs to some or all of the Foreign Distributors, who are in turn selling *a la carte* licenses to Plaintiffs’ photographs.

42. Attached hereto as Exhibit 2 are screen captures showing examples of the Foreign Distributors’ display, distribution, and sale of Plaintiffs’ photos.

43. The screen captures shown in Exhibit 2 are not exhaustive and are attached only for illustrative purposes.

44. Upon information and belief, Defendants did not obtain a license or proper authority to sell and distribute Plaintiffs' image archives on an *a la carte* basis prior to doing so, and/or acted outside the scope of any license(s) obtained.

45. Upon information and belief, Defendants have purported to sublicense Plaintiffs' photos to other entities without the proper authority or a license from Plaintiffs.

46. Upon information and belief, Defendants have generated significant revenue and profits through the sale and distribution of Plaintiffs' photos.

COUNT I **COPYRIGHT INFRINGEMENT**

47. Plaintiffs repeat and re-allege each allegation set forth above as if set forth fully herein.

48. Plaintiffs are the sole authors and copyright owners of their respective photographs at issue in this action.

49. Plaintiffs have registered their copyrights in and to the photos at issue in this case with the United States Copyright Office.

50. Attached as Exhibit 3 is a chart listing the copyright registrations and photos belonging to Plaintiff Spurlock.

51. Attached as Exhibit 4 is a chart listing the copyright registrations and photos belonging to Plaintiff Mitchell.

52. Attached as Exhibit 5 is a chart listing the copyright registrations and photos belonging to Plaintiff Hunger.

53. Attached as Exhibit 6 is a chart listing the copyright registrations and photos belonging to Plaintiff Russo.

54. Attached as Exhibit 7 is a chart listing the copyright registrations and photos

belonging to Plaintiff Cooper.

55. Attached as Exhibit 8 is a chart listing the copyright registrations and photos belonging to Plaintiff Milne.

56. Attached as Exhibit 9 is a chart listing the copyright registrations and photos belonging to Plaintiff Murray.

57. Attached as Exhibit 10 is a chart listing the copyright registrations and photos belonging to Plaintiff Rutherford.

58. Attached as Exhibit 11 is a chart listing the copyright registrations and photos belonging to Plaintiff Flynn.

59. Attached as Exhibit 12 is a chart listing the copyright registrations and photos belonging to Plaintiff Brown.

60. Attached as Exhibit 13 is a chart listing the copyright registrations and photos belonging to Plaintiff Zerof.

61. Plaintiffs collectively assert claims for all of the photographs included and registered under the copyright registrations listed in Exhibits 3-13.

62. Upon information and belief, each of the photographs covered by the registrations listed in Exhibits 3-13 were copied, displayed, distributed, sold and/or offered for sale by Defendants through their respective online platforms.

63. The conduct by Defendants alleged herein constitutes a violation of Plaintiffs' exclusive rights in the photographs, in violation of the U.S. Copyright Act, 17 U.S.C. § 106.

64. Defendants copied, published, displayed, and distributed Plaintiffs' copyrighted photos for purposes of selling *a la carte* licenses without first obtaining a valid license or permission from Plaintiffs or Imagn.

65. Upon information and belief, to the extent Defendants did obtain any license to display and/or publish Plaintiffs' images, they acted outside the scope of that license by reselling the images on an *a la carte* basis, and further distributing the images to other sublicensing entities.

66. By copying, displaying, publishing, and otherwise exploiting Plaintiffs' copyrighted works without proper authority, Defendants caused Plaintiffs significant injuries, damages, and losses in amounts to be determined at trial.

67. Plaintiffs seek all damages recoverable under the Copyright Act, including statutory or actual damages, any profits attributable to the infringements and damages suffered as a result of the lack of compensation, credit, and attribution and from any diminution in the value of Plaintiff's copyrighted works.

WHEREFORE, Plaintiffs respectfully pray for judgment on their behalf and for the following relief:

1. A trial by jury of all claims and issue so triable;
2. A permanent injunction against Defendants from copying, displaying, distributing, advertising, promoting, and/or exploiting in any manner the copyrighted works identified herein, and requiring Defendants to deliver to the Court for destruction or other appropriate disposition all relevant materials, including digital files of Plaintiffs' photographs and all copies of the infringing materials described in this complaint that are in the control or possession or custody of Defendants;
3. All allowable damages under the Copyright Act, including, but not limited to, statutory or actual damages, including damages incurred as a result of Plaintiffs' loss of licensing revenue and Defendants' profits attributable to infringements, and damages suffered as a result of the lack of credit and attribution, as well as for removal/alteration of copyright management information;

4. Plaintiffs' full costs and attorneys' fees incurred in pursuing and litigating this matter;
5. Any other relief authorized by law, including punitive and/or exemplary damages; and
6. For such other and further relief as the Court deems just and proper.

Dated: October 30, 2020

Respectfully submitted,

/s/ Nate A. Kleinman

Nate. A. Kleinman
McCulloch | Kleinman Law
501 Fifth Avenue, Suite 1809
New York, New York 10017
T: (212) 355-6050
F: (206) 219-6358

EXHIBIT 1



REUTERS PICTURES

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Brian spurlock



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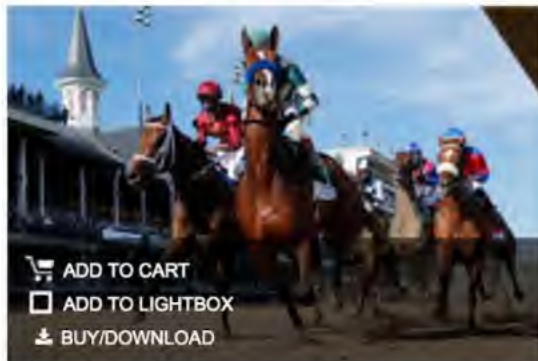
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RTX7TROA

September 06, 2020

Louisville, UNITED STATES
Horse Racing: Kentucky Oaks
Sep 4, 2020; Louisville, Kentucky, USA; Shedaresthedevil (7) ridden by jockey Florent Geroux on the outside and Gamine (5) ridden by jockey John Velazquez take the early



RTX7TRO9

September 06, 2020

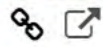
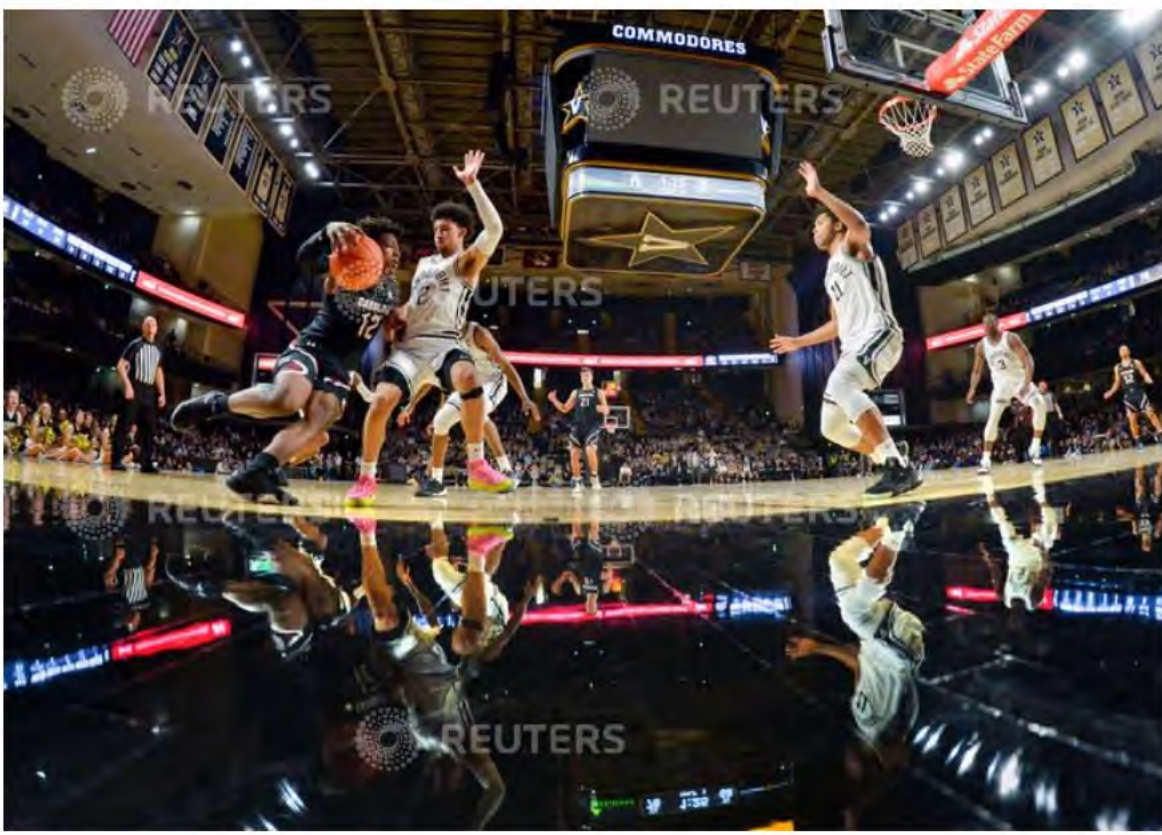
Sep 5, 2020; Louisville, Kentucky, USA; Jockey John Velazquez aboard Authentic (18) leads the field through...



RTX7SH7V

August 29, 2020

Aug 29, 2020; Olympia Fields, Illinois, USA; Adam Long hits a shot out of the sand on the 10th hole during...



DOCUMENT DATE:
March 07, 2020

Mar 7, 2020; Nashville, Tennessee, USA; South Carolina Gamecocks guard Trae Hannibal (12) drives against Vanderbilt Commodores guard Scotty Pippen Jr. (2) during the second half at Memorial Gymnasium. Vanderbilt won 83-74. Mandatory Credit: Jim Brown-USA TODAY Sports

Select usage

CATEGORY

SYSTEM ID:
RTS354L9

IMAGE ID
14152339

SIZE:
3341px × 2366px ⓘ

FILE SIZE:
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PHOTOGRAPHER:
[USA TODAY USPW](#)

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CITY:
[NASHVILLE](#)

TAGS:
[TENNESSEE](#)

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Mar 07, 2020
Nashville,
Tennessee, USA; South
Carolina Gamecocks
guard Trae Hannibal
drives against...



Mar 07, 2020

Mar 7, 2020; Nashville, Tennessee, USA;

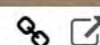
Mar 7, 2020; Nashville, Tennessee, USA; South

Mar 7, 2020; Nashville, Tennessee, USA; South

Mar 7, 2020; Nashville, Tennessee, USA;

Mar 7, 2020; Nashville, Tennessee, USA; Vanderbilt Commodores guard Scotty Pippen Jr. (2) passes the...

Mar 7, 2020; Nashville, Tennessee, USA; Vanderbilt Commodores Cheerleader performs



A photograph of a golfer in mid-swing on a green. The golfer is wearing a white shirt and dark pants, and is captured in a dynamic pose with a golf club. The background is a blurred green field.



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DOCUMENT DATE:
October 06, 2019

Oct 6, 2019; London, United Kingdom; Oakland Raiders running back Josh Jacobs (28) dives over Chicago Bears defenders for a 2 yard rushing touchdown during the fourth quarter during an NFL International Series game at Tottenham Hotspur Stadium. Mandatory Credit: Steven Flynn-USA TODAY Sports

Select usage

CATEGORY

SYSTEM ID:
RTX76GQ0

IMAGE ID
13474036

SIZE:
4275px × 3237px

FILE SIZE:
2MB

PHOTOGRAPHER:
USA TODAY SPORTS

COUNTRY:
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CITY:
TOTTENHAM

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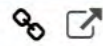


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DOCUMENT DATE:
January 20, 2020

Jan 19, 2020; New York, New York, USA; New York Rangers goaltender Igor Shesterkin (31) reacts during a break in action against the Columbus Blue Jackets during the first period at Madison Square Garden. Mandatory Credit: Adam Hunger-USA TODAY Sports

Select usage

CATEGORY

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RTS2Z23H

IMAGE ID
13934047

SIZE:
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FILE SIZE:
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DOCUMENT DATE:
July 21, 2019

Jul 21, 2019; Portrush, IRL; Shane Lowry celebrates after winning The Open Championship golf tournament during the final round at Royal Portrush Golf Club - Dunluce Course. Mandatory Credit: Ian Rutherford-USA TODAY Sports

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IMAGE ID
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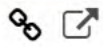
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DOCUMENT DATE:
May 30, 2020

May 30, 2020; Indianapolis, IN, USA; Speedway High School 2020 graduate holds up her diploma while a family member takes a photo of her during the 2020 Speedway High School graduation ceremony held at the Indianapolis Motor Speedway. Mandatory Credit: Brian Spurlock-USA TODAY NETWORK

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CATEGORY

SYSTEM ID:
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IMAGE ID
14353907

SIZE:
5265px × 3510px ⓘ

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3MB

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COUNTRY:
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DOCUMENT DATE:
January 16, 2020

Jan 15, 2020; Providence, Rhode Island, USA; Providence Friars guard David Duke (3) is defended by St. Johns Red Storm guard Greg Williams Jr. (4) during the second half at Dunkin Donuts Center. Mandatory Credit: Stew Milne-USA TODAY Sports

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RTS2YKUK

IMAGE ID
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PHOTOGRAPHER:
[USA TODAY USPW](#)

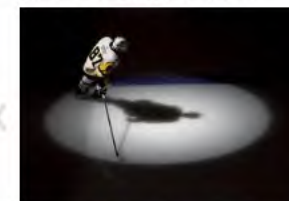
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DOCUMENT DATE:
March 15, 2020

Mar 6, 2020; New York, New York, USA; Oklahoma City Thunder guard Chris Paul (3) dribbles the ball against the New York Knicks during the first half at Madison Square Garden. Mandatory Credit: Noah K. Murray-USA TODAY Sports

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CATEGORY

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RTS36581

IMAGE ID
14184475

SIZE:
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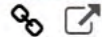
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DOCUMENT DATE:
May 22, 2020

Sep 15, 2019; Miami Gardens, FL, USA; New England Patriots defensive end Chase Winovich (50) looks on against the Miami Dolphins during the first half at Hard Rock Stadium. Mandatory Credit: Steve Mitchell-USA TODAY Sports

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IMAGE ID
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SIZE:
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FILE SIZE:
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USA TODAY USPW

COUNTRY:
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CITY:
MIAMI GARDENS

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DOCUMENT DATE:
March 12, 2020

Mar 12, 2020; Indianapolis, Indiana, USA; Big Ten commissioner Kevin Warren talks with the media about todays cancellation of the Mens Big Ten Tournament. The Big Ten Conference announced today that it will be cancelling the remainder of the Big Ten Men's Basketball Tournament, effective immediately in regard to the COVID-19 pandemic. at Bankers Life Fieldhouse. Mandatory Credit: Thomas J. Russo-USA TODAY Sports

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SYSTEM ID:
RTS35TA3

IMAGE ID
14174664

SIZE:
4928px × 3280px ⓘ

FILE SIZE:
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DOCUMENT DATE:
March 04, 2020

Mar 3, 2020; Lexington, Kentucky, USA; Kentucky Wildcats guard Ashton Hagans (0) shoots the ball against Tennessee Volunteers guard Jalen Johnson (13) in the second half at Rupp Arena. Mandatory Credit: Mark Zerof-USA TODAY Sports

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RTS34NEB

IMAGE ID
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NFL: Washington Redskins at New England Patriots

By Greg M. Cooper / Action Images / Reuters / USA TO

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Nov 8, 2015; Foxborough, MA, USA; New England Patriots running back Dion Lewis (33) is tackled by Washington Redskins outside linebacker Ryan Kerrigan (91) during the first quarter at Gillette Stadium. Mandatory Credit: Greg M. Cooper-USA TODAY Sports / Reuters Picture Supplied by Action Images (TAGS: Sport American Football NFL) *** Local Caption *** 2015-11-08T194458Z_1801963610_NOCID_RTRMADP_3_NFL-WASHINGTON-REDSKINS-AT-NEW-ENGLAND-PATRIOTS.JPG

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MLB: Tampa Bay Rays at New York Yankees

By Adam Hunger / Action Images / Reuters / USA TO

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Aug 13, 2016; Bronx, NY, USA; New York Yankees right fielder Tyler Austin (26) watches his solo home run during the second inning against the Tampa Bay Rays at Yankee Stadium. Mandatory Credit: Adam Hunger-USA TODAY Sports / Reuters Picture Supplied by Action Images (TAGS: Sport Baseball MLB) *** Local Caption *** 2016-08-13T181343Z_890112614_NOCID_RTRMADP_3_MLB-TAMPA-BAY-RAYS-AT-NEW-YORK-YANKEES.JPG

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NBA: Dallas Mavericks at Miami Heat

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2406 x 2960px	JPEG	Sport News	1/2/16	Editorial use only	Action Images / Reuters / USA TO / Steve Mitchell - stock.adobe.com
LICENSE TYPE					
Standard or Enhanced					

Jan 1, 2016; Miami, FL, USA; Miami Heat center Hassan Whiteside (21) drives to the basket past Dallas Mavericks center Zaza Pachulia (27) during the second half at American Airlines Arena. Mandatory Credit: Steve Mitchell-USA TODAY Sports / Reuters Picture Supplied by Action Images (TAGS: Sport Basketball NBA) *** Local Caption *** 2016-01-02T031707Z_938219227_NOCID_RTRMADP_3_NBA-DALLAS-MAVERICKS-AT-MIAMI-HEAT.JPG



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- ☐ Square
- ☐ Panoramic

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Minimum Height

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Apr 1, 2016; Foxborough, MA, USA; New England Revolution defender Jose Goncalves (23) and New York Red Bulls forward Bradley Wright-Phillips (99) battle for possession of the ball during the first half at Gillette Stadium. Mandatory Credit: Stew Milne-USA TODAY Sports / Reuters Picture Supplied by Action Images (TAGS: Sport Soccer MLS) *** Local Caption *** 2016-04-02T001532Z_1060092030_NOCID_RTRMADP_3_MLS-NEW-YORK-RED-BULLS-AT-NEW-ENGLAND-REVOLUTION.JPG

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Feb 1, 2016; Indianapolis, IN, USA; Cleveland Cavaliers forward LeBron James (23) attempts to pass the ball between Indiana Pacers centers Myles Turner (33) and Jordan Hill (27) at Bankers Life Fieldhouse. The Cavaliers won 111-106 in overtime. Mandatory Credit: Brian Spurlock-USA TODAY Sports / Reuters Picture Supplied by Action Images (TAGS: Sport Basketball NBA) *** Local Caption *** 2016-02-02T035041Z_558782021_NOCID_RTRMADP_3_NBA-CLEVELAND-CAVALIERS-AT-INDIANA-PACERS.JPG

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
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NFL: Pittsburgh Steelers at Cincinnati Bengals

By [Mark Zerof](#) / [Action Images](#) / [Reuters](#) / [USA TO](#)

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
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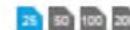
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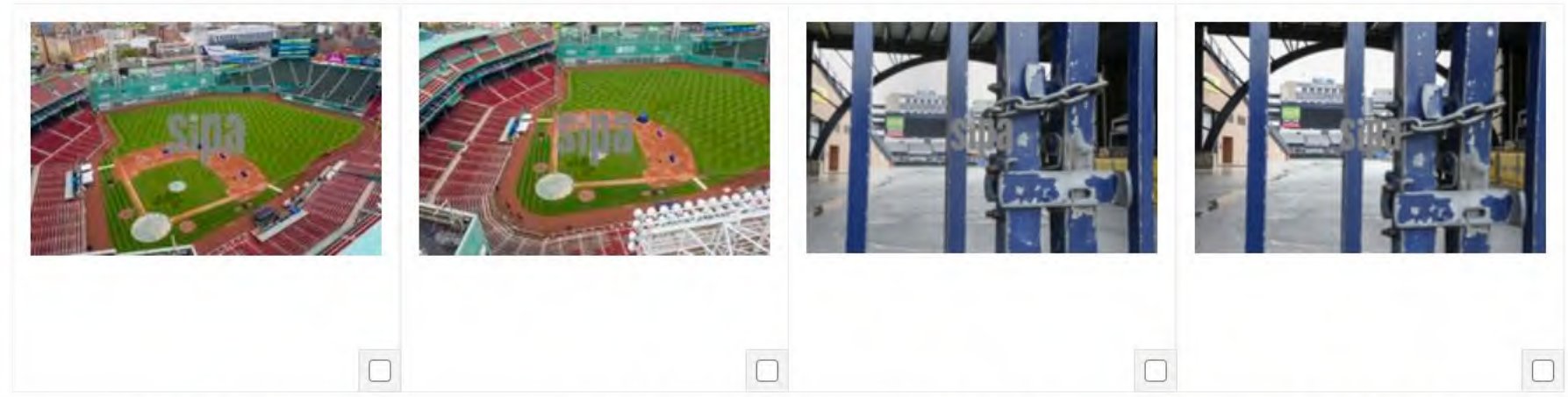
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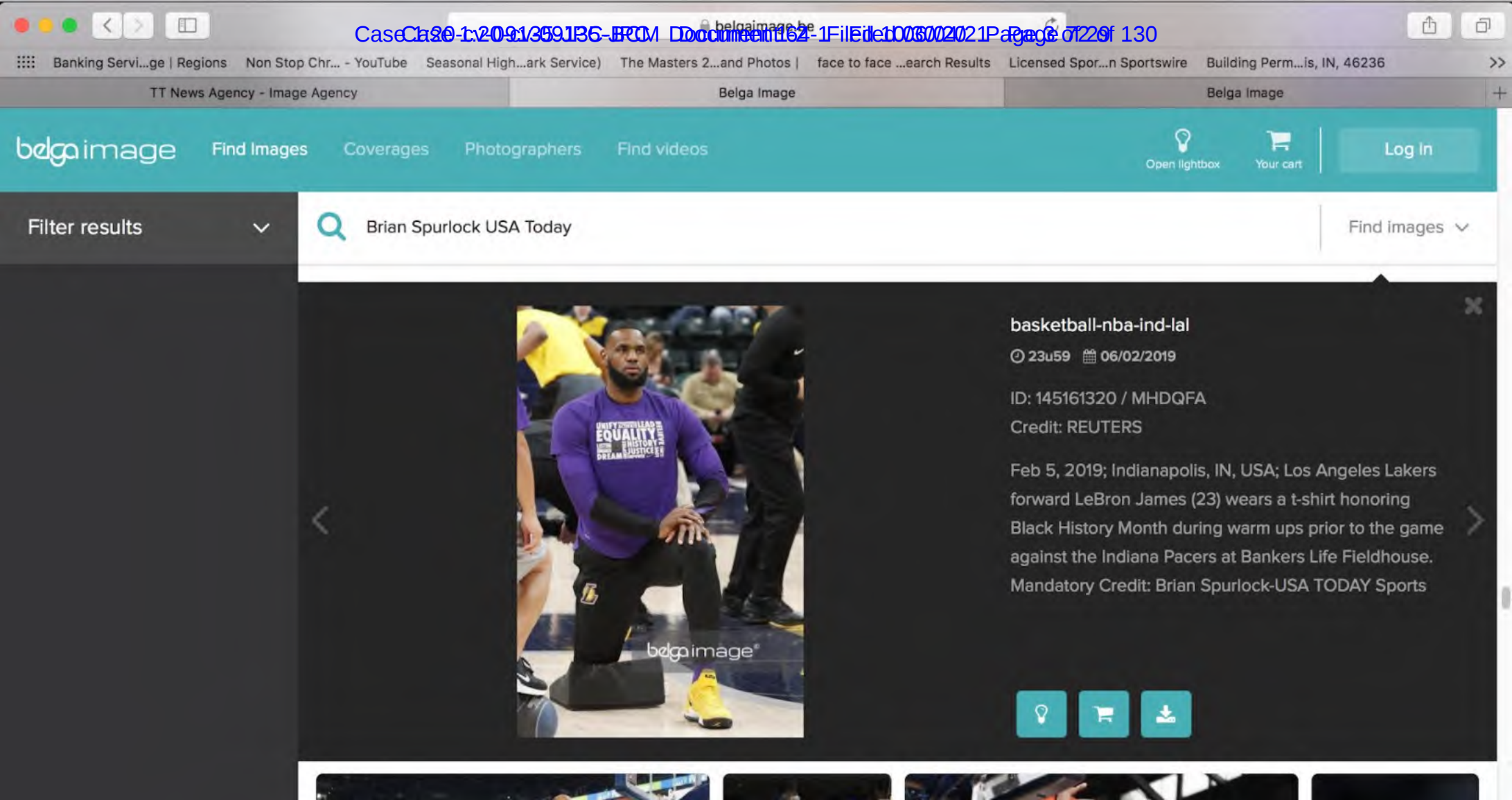
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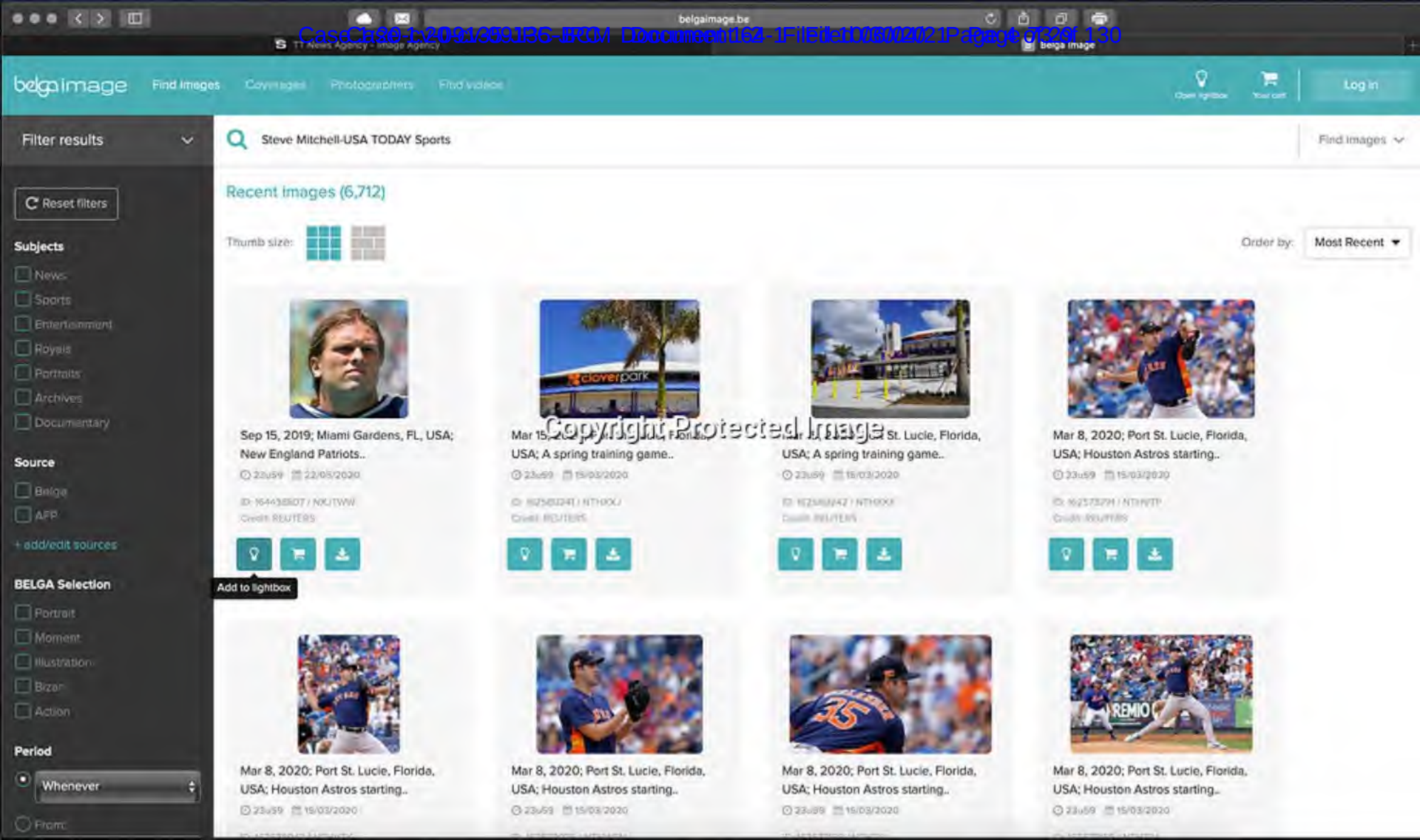
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Mar 6, 2020; New York, New York, USA; Oklahoma City Thunder guard Chris Paul (3) dribbles the ball during game against the New York Knicks at Madison Square Garden. Mandatory Credit: Noah K. Murray-USA TODAY Sports







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Mar 30, 2019; Miami Gardens, FL, USA; Ashleigh Barty of Australia serves to Karolina Pliskova of Czech Republic (not pictured) during the woman's finals at the Miami Open at Miami Open Tennis Complex. Mandatory Credit: Steve Mitchell-USA TODAY Sports/Sipa USA



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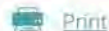
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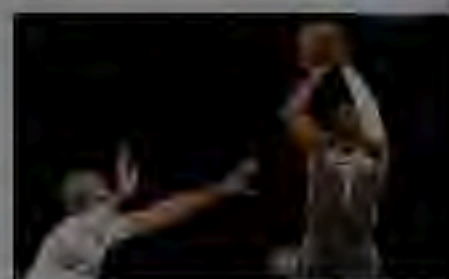
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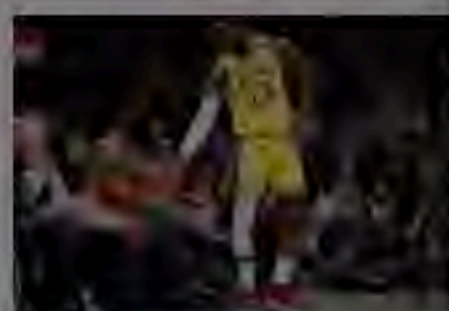
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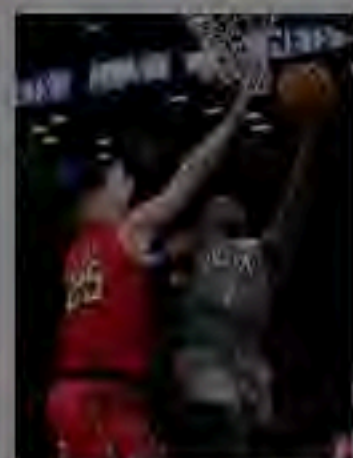
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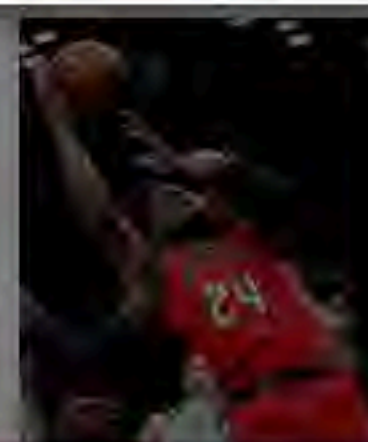
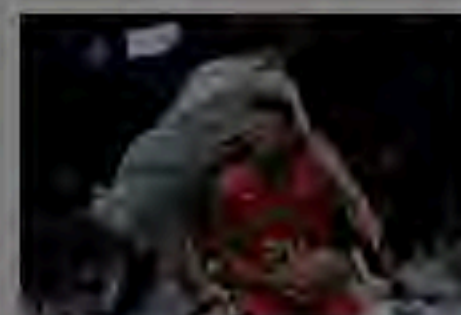
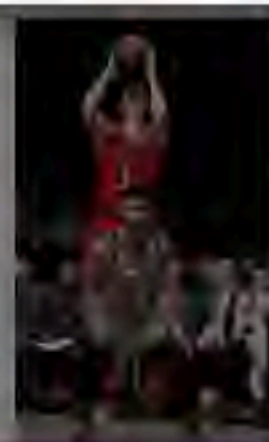
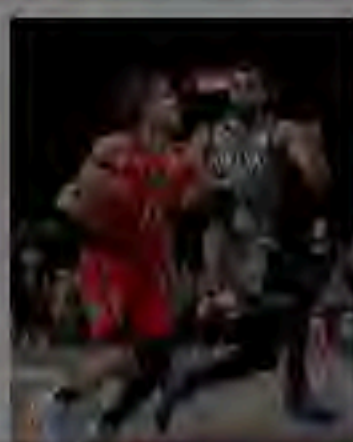
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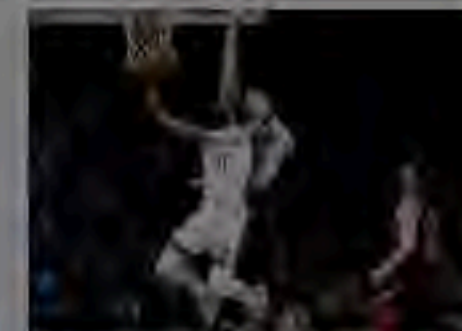
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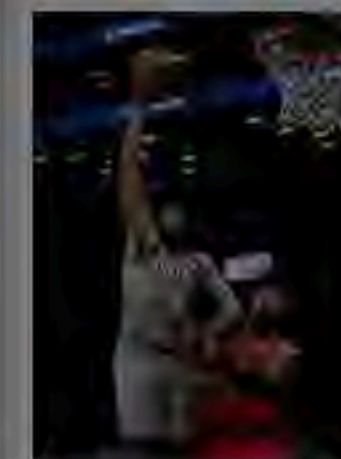
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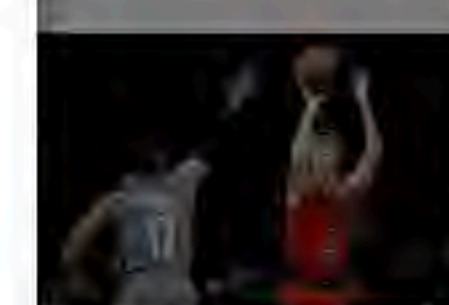
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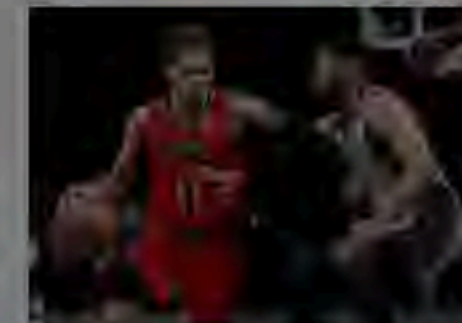
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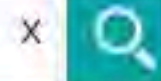
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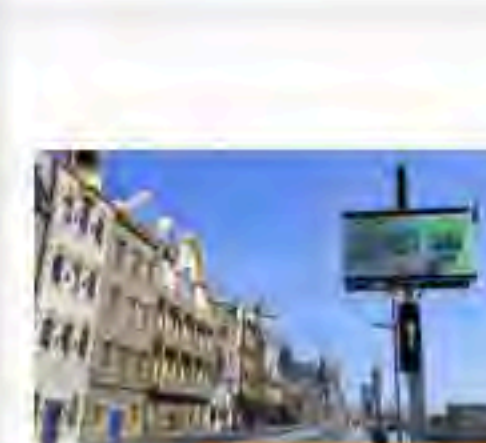
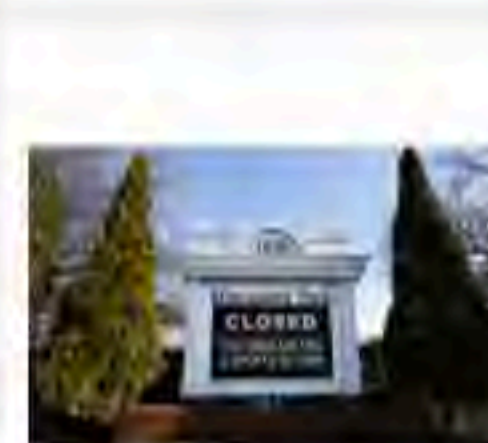
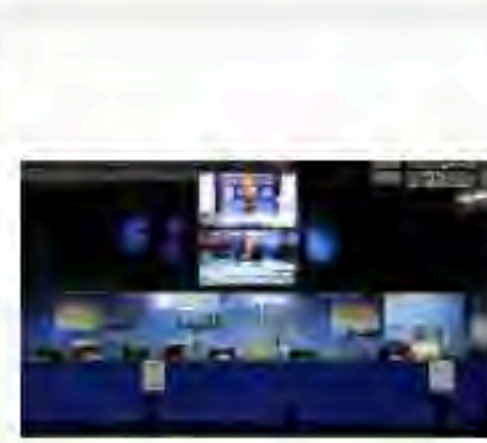
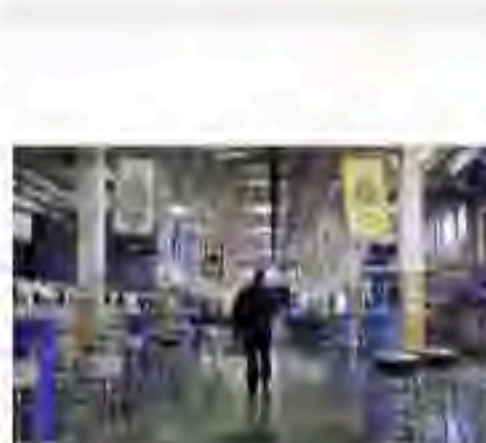
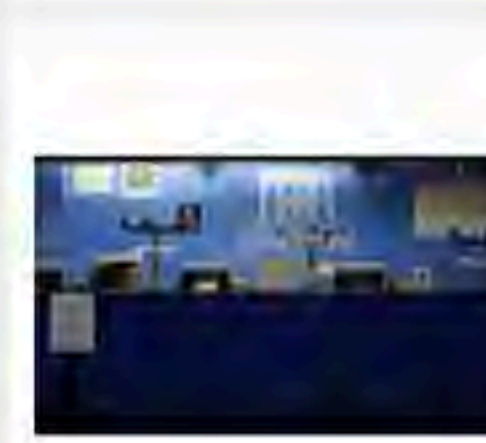
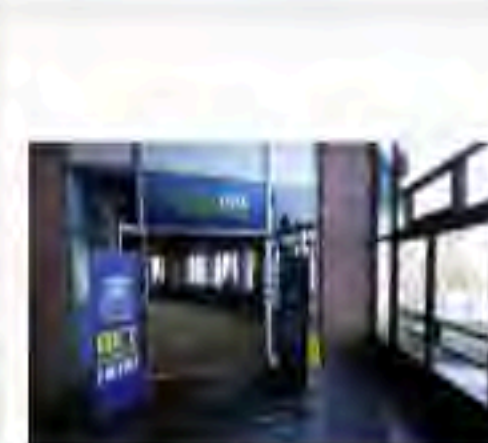
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Mar 3, 2020; Lexington, Kentucky, USA; Tennessee Volunteers forward John Fulkerson (10) passes the ball against Kentucky Wildcats forward Nate Sestina (1) in the second half at Rupp Arena. Mandatory Credit: Mark Zerof-USA TODAY Sports

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TELLI DIGIPAKETT



Seattle Seahawksi värskes kaitsjas Shaquem Griffin.

FOTO: Brian Spurlock / USA TODAY Network/Sipa USA/Scanpix



Profiliiga NFLi viimaste aastate edukamaid klubisid Seattle Seahawks valis tänavuse drafti viiendas ringis oma meeskonda ühe käelabaga 22-aastase ameerika jalgpalluri Shaquem Griffini.



Viktor Hovland sier han tar ingenting for gitt søndag når han skal spille siste runde i Albertsons Boise Open.

Foto: Brian Spurlock / Reuters / NTB scanpix

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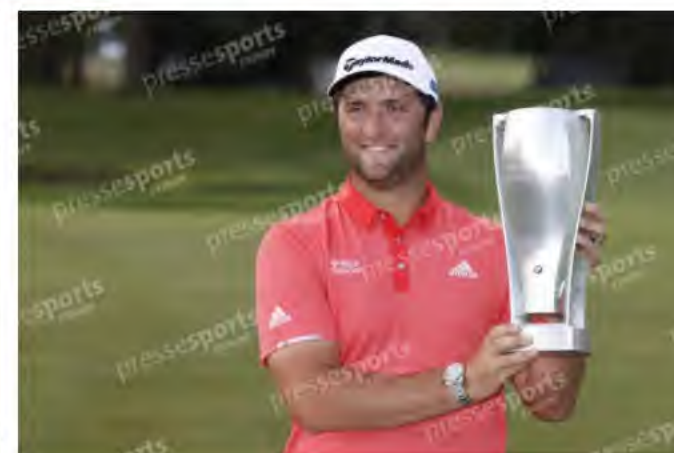
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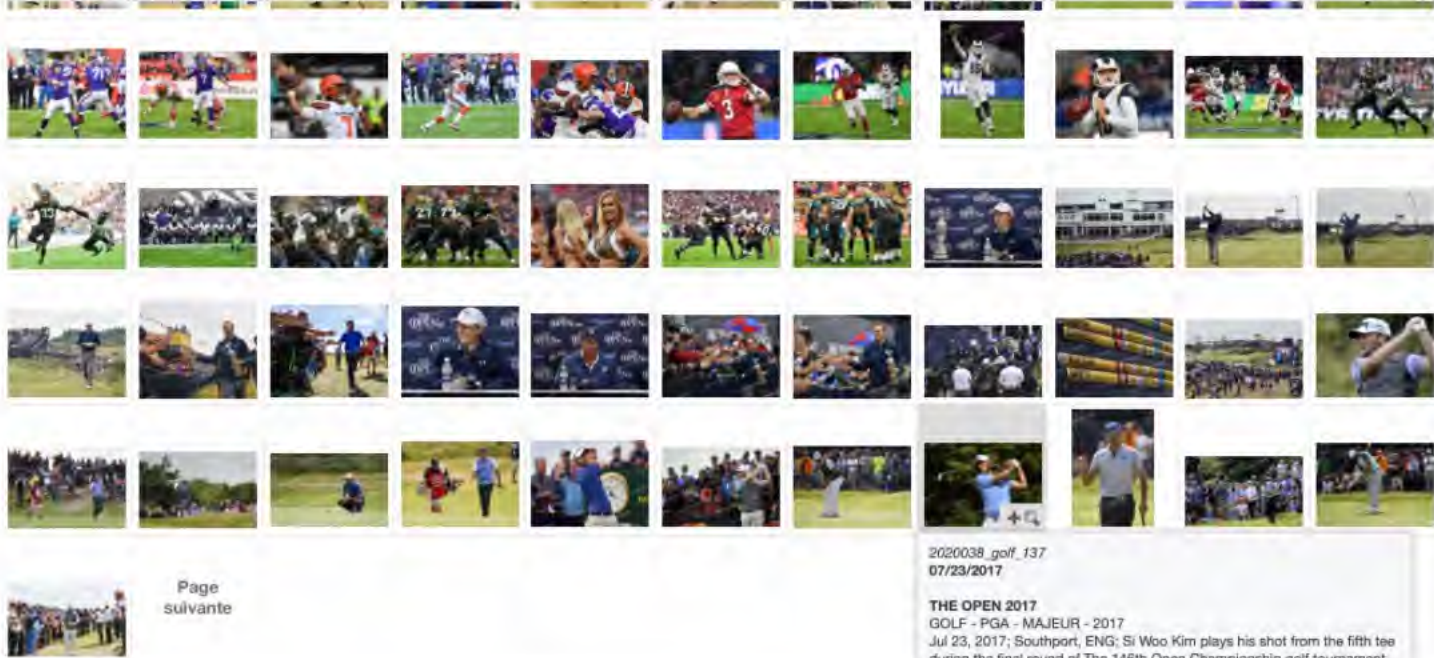
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THE OPEN 2017

GOLF - PGA - MAJEUR - 2017

Jul 23, 2017; Southport, ENG: Si Woo Kim plays his shot from the fifth tee during the final round of The 146th Open Championship golf tournament at Royal Birkdale Golf Club. Mandatory Credit: Steve Flynn-USA TODAY Sports *** Local Caption ***

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Mar 30, 2019; Foxborough, MA, USA; The Minnesota United FC pose for a team photo before the game against the New England Revolution at Gillette Stadium. Mandatory Credit: Greg M. Cooper-USA TODAY Sports/Sipa USA

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KEYWORDS

NPStrans

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Dell Technologies Match Play - 30 Mar 2019

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Jul 19, 2018; Carnoustie, SCT; Henrik Stenson plays his shot from the eighth tee during the first round of The Open Championship golf tournament at Carnoustie Golf Links. Mandatory Credit: Steven Flynn-USA TODAY Sports

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[The Open Championship 2018 - Day One - 19 July 2018](#)




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Sep 11, 2018; East Rutherford, NJ, USA; Argentina forward Sergio Agüero (19) falls after a collision with Colombia midfielder Wilmar Barrios (5) during second half of an international friendly soccer match at MetLife Stadium. Mandatory Credit: Noah K. Murray-USA TODAY Sports/Sipa USA

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KEYWORDS

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Mar 29, 2019; Miami Gardens, FL, USA; Roger Federer of Switzerland returns a shot back to Denis Shapovalov of Canada (not pictured) during the men's semifinal at the Miami Open at Miami Open Tennis Complex. Mandatory Credit: Steve Mitchell-USA TODAY Sports/Sipa USA

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Dell Technologies Match Play - 30 Mar 2019

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Sep 29, 2018; Paris, FRA; United States vice-captain David Duval reacts with United States golfer Bryson Dechambeau on the 14th hole during the Ryder Cup Saturday afternoon matches at Le Golf National. Mandatory Credit: Ian Rutherford-USA TODAY Sports/Sipa USA

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42nd Ryder Cup - Day Two - 29 September 2018

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Mar 5, 2018; New York, NY, USA; Sorana Cirstea serves to Shuai Zhang during their TieBreak Tens tennis match at Madison Square Garden. Mandatory Credit: Adam Hunger-USA TODAY Sports

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KEYWORDS

NPStrans

CONTAINED IN GALLERIES

BNP Paribas Open Indian Wells - 5 MArch 2018

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EXHIBIT 3

Photographer	Registration / Application	Content
Brian Spurlock	VA 2-202-053 (effective 4/1/2020)	January 2020 bs1-bs606. [Group registration of published photographs. 606 photographs. 2020-01-02 to 2020-01-29]
Brian Spurlock	VA 2-204-445 (effective 4/17/2020)	February 2020. [Group registration of published photographs. 744 photographs. 2020-02-01 to 2020-02-22]
Brian Spurlock	VA 2-206-769 (effective 5/10/2020)	March 2020. [Group registration of published photographs. 532 photographs. 2020-02-23 to 2020-03-13]
Brian Spurlock	VA 2-206-702 (effective 5/6/2020)	NFL Combine 2020. [Group registration of published photographs. 726 photographs. 2020-02-26 to 2020-03-01]
Brian Spurlock	VA 2-213-668 (effective 7/8/2020)	May and June 2020. [Group registration of published photographs. 740 photographs. 2020-05-11 to 2020-06-19]
Brian Spurlock	VA 2-212-739 (effective 7/15/2020)	RBC Heritage Weekend. [Group registration of published photographs. 665 photographs. 2020-06-20 to 2020-07-01]
Brian Spurlock	VA 2-214-491 (effective 7/17/2020)	Rocket Mortgage Thurs-Friday. [Group registration of published photographs. 578 photographs. 2020-07-02 to 2020-07-03]
Brian Spurlock	VA 2-219-314 (effective 9/21/2020)	2020 Indy 500 and Kentucky Derby. [Group registration of published photographs. 408 photographs. 2020-08-18 to 2020-09-05]
Brian Spurlock	VA 2-219-512 (effective 9/20/2020)	2020 Indy500 Practice. [Group registration of published photographs. 735 photographs. 2020-08-12 to 2020-08-20]
Brian Spurlock	VA 2-219-417 (effective 9/21/2020)	BMW Golf 2020. [Group registration of published photographs. 492 photographs. 2020-08-27 to 2020-08-30]
Brian Spurlock	VA 2-215-141 (effective 7/17/2020)	Rocket Mortgage Weekend. [Group registration of published photographs. 501 photographs. 2020-07-04 to 2020-07-05]
Brian Spurlock	VA 2-211-878 (effective 6/29/2020)	Adobe 2016 [Group registration of published photographs. 658 photographs. 2016-01-03 to 2016-08-27]

EXHIBIT 4

Photographer	Registration No.	Content
Steven Mitchell	VA 2-208-542 (effective 5/22/2020)	NBA: Knicks vs. Heat Feb. 27, 2014
Steve Mitchell	VA 2-202-611 (effective 5/8/2020)	Published photos Jan-Feb 2015 [750 photos]; Published in January 2015 (274 photographs): Women's Basketball Notre Dame at Miami (40 photos), NCAA Basketball Marshall at Florida Atlantic (27 photos), NBA: Oklahoma City Thunder at Miami Heat (29 photos), NBA: Indiana Pacers at Miami Heat (47 photos), NBA: Milwaukee Bucks at Miami Heat (34 photos), NCAA Basketball: Georgia Tech at Miami (34 photos), NBA: Dallas Mavericks at Miami Heat (63 photos); Published in February 2015 (476 photographs): NCAA Basketball: Clemson at Miami (26 photos), NBA: New York Knicks at Miami Heat (64 photos), MLB: Miami Marlins- Workout (28 photos), MLB: St. Louis Cardinals-Workout (71 photos), NBA: New Orleans Pelicans at Miami Heat (55 photos), MLB: Boston Red Sox-Workout (35 photos), MLB: Miami Marlins- Photo Day (180 photos), NBA: Atlanta Hawks at Miami Heat (17 photos)
Steven Mitchell	VA 2-208-538 (effective 5/15/2020)	Published photos May – June 2016; Published in May: Playoffs – Toronto Raptors at Miami Heat Game 3 (50 photos), MLB: Phillies at Marlins (23 photos), Playoffs Raptors at Heat Game 4 (72 photos), MLB: Brewers at Marlins (28 photos), Playoff Raptors at Heat Game 6, St. Thomas Aquinas, MLB Rays at Marlins, NFL Dolphins OTA, Jesus Machado; Published in June: MLB Pirates at Marlins, MLB Mets at Marlins, NFL Dolphins Minicamp, MLB Rockies at Marlins, MLB Braves at Marlins
Steven Mitchell	VA 2-208-547 (effective 5/15/2020)	Published photos June, Sept, Oct 2016; Published June: MLB Pirates at Marlins, MLB Braves at Marlins, MLB Cubs at Marlins; Published September: NCAA Football Southern Illinois at Florida Atlantic, MLB Braves at Marlins; Published October: NCAA Football Florida State at Miami, Preseason NBA Nets at Heat, NFL Bills at Dolphins, NBA Hornets at Heat
Steven Mitchell	VA 2-211-066 (effective 6/24/2020)	Mitchell Photos 2016 pt.5; NBA: Chicago Bulls at Miami Heat, NBA: Orlando Magic at Miami Heat, MLB: Atlanta Braves at Miami Marlins, NBA: Playoffs-Charlotte Hornets at Miami Heat, MLB: Washington Nationals at Miami Marlins, MLB: Arizona Diamondbacks at Miami Marlins, MLB:

		Philadelphia Phillies at Miami Marlins, NFL: Preseason-Atlanta Falcons at Miami Dolphins, MLB: San Diego Padres at Miami Marlins, NFL: Miami Dolphins Facility Tour, NCAA Football: Florida State at Miami
Steve Mitchell	VA 2-154-434 (effective 2/12/2019)	Miami Hurricanes tight end David Njoku (86) dives into the end zone for a touchdown. (2016-11-05)
Steve Mitchell	VA 2-168-658 (effective 8/18/2019)	Miami Hurricanes running back Travis Homer (24) dives near the pylon as Virginia Cavaliers defensive back Joey Blount (29) makes the hit during the second half at Hard Rock Stadium (2017-11-18)
Steven Mitchell	VA 2-210-655 (effective 6/16/2020)	Published Photos March and May 2019; NBA: Toronto Raptors at Miami Heat (3/10/19); MLB: Spring Training-New York Mets at Houston Astros (3/11/19); MLB: Spring Training-New York Mets at Miami Marlins (3/12/19); MLB: Spring Training-Houston Astros at New York Mets (3/13/19); MLB: Spring Training-New York Mets at St. Louis Cardinals (3/14/19); MLB: Spring Training-Washington Nationals at New York Mets (3/15/19); MLB: Spring Training-New York Mets at Miami Marlins (3/16/19); NBA: Charlotte Hornets at Miami Heat (3/17/19); MLB: Spring Training-Philadelphia Phillies at St. Louis Cardinals (3/18/19); MLB: Spring Training-New York Yankees at Houston Astros (3/20/19); MLB: Spring Training-New York Yankees at St. Louis Cardinals (3/21/19); MLB: Spring Training-St. Louis Cardinals at New York Mets (3/22-23/19); MLB: Spring Training-Washington Nationals at New York Mets (3/24/19); Tennis: Miami Open (3/30/19); MLB: Colorado Rockies at Miami Marlins (3/30/19); MLB: Atlanta Braves at Miami Marlins (5/4/19); MLB: New York Mets at Miami Marlins (5/19/19); MLB: San Francisco Giants at Miami Marlins (5/30/19)
Steve Mitchell	VA 2-177-028 (effective 10/17/2019)	[Group registration of published photographs. 750 photographs. 2019-04-27 to 2019-07-27] MMA UFC Fight Night Miami.
Steve Mitchell	VA 2-205-471 (effective 4/30/2020)	[Group registration of published photographs. 357 photographs. 2019-05-30 to 2019-08-01] MLB: San Francisco Giants at Miami Marlins, MLB: Atlanta Braves at Miami Marlins, MLB: St. Louis Cardinals at Miami Marlins, MLB: Pittsburgh Pirates at Miami Marlins, NBA: Miami Heat-Press Conference, MLB: Washington Nationals at Miami Marlins, MLB: Philadelphia Phillies at Miami Marlins, MLB: Arizona Diamondbacks at Miami Marlins, MLB: Minnesota Twins at Miami Marlins.

Steve Mitchell	VA 2-172-508 (effective 10/2/2019)	Steve Mitchell Photography Aug Sept. [Group registration of published photographs. 745 photographs. 2019-08-01 to 2019-09-30]; Published in August 2019: Baltimore Ravens Miami Dolphins; Philadelphia Phillies Miami Marlins; Jacksonville Jaguars Miami Dolphins; Published in September 2019: Bethune Cookman Miami; Washington Nationals Miami Marlins; Miami Marlins coffee mug; Portrait at the Apple Store; Los Angeles Chargers Miami Dolphins; Colombia at Brazil; New England Patriots Miami Dolphins; Milwaukee Brewers Miami Marlins; Jacksonville Jaguars Miami Dolphins; Kansas City Royals Miami Marlins
Steven Mitchell	VA 2-200-771 (effective 2/21/2020)	Miami, FL, USA; Los Angeles Lakers forward LeBron James (23) dunks the ball past against the Miami Heat. Miami Gardens, Florida, USA (12/13/19); Miami Dolphins running back Patrick Laird (42) leaps over Cincinnati Bengal (12/22/19)
Steven Mitchell	VA 2-202-807 (effective 4/15/2020) Supplement to: VA 2-184-844 (2019)	[Group registration of published photographs. 649 photographs. 2019-09-30 to 2019-11-23] Miami Heat-Media Day sm1-sm101; NCAA Football Virginia Tech at Miami sm103-sm195; NBA Preseason-San Antonio Spurs at Miami Heat sm195-230; NCAA Football Virginia at Miami sm231-sm267; NHL Winnipeg Jets at Florida Panthers sm268-310; NBA New Orleans Pelicans at Miami Heat sm312-sm361; NFL Buffalo Bills at Miami Dolphins sm362-486; NBA Cleveland Cavaliers at Miami Heat sm487-sm605; NCAA Football Miami at Florida International sm607-sm649.
Steve Mitchell	VA 2-183-609 (effective 11/19/2019)	[Group registration of published photographs. 732 photographs. 2019-10-01 to 2019-11-11] Pro Sports 732 1-8273107401.
Steven Mitchell	VA 2-205-783 (effective 4/19/2020) Supplement to: VA 2-200-335 (2019)	[Group registration of published photographs. 305 photographs. 2019-12-08 to 2019-12-22] NBA: Chicago Bulls at Miami Heat, NBA: Los Angeles Lakers at Miami Heat, NCAA Football: Boca Raton Bowl-Southern Methodist vs Florida Atlantic, NFL: Cincinnati Bengals at Miami Dolphins.
Steve Mitchell	VA 2-190-180 (effective 12/16/2019)	12 2019 1-8358590903. [Group registration of published photographs. 383 photographs. 2019-12-01 to 2019-12-13]; NFL: Philadelphia Eagles at Miami Dolphins (12/1/19); NBA: Washington Wizards at Miami Heat (12/6/19); NHL: Tampa Bay Lightning at Florida Panthers

		(12/10/19); NHL: New York Islanders at Florida Panthers (12/12/19); NBA: Los Angeles Lakers at Miami Heat (12/13/19)
Steve Mitchell	VA 2-196-983 (effective 1/29/2020)	[Group registration of published photographs. 254 photographs. 2019-12-27 to 2019-12-31] Pacers 76ers Montreal Canadiens Orange Bowl-Florida Virginia Palm Beach Post Noon year Eve President Donald Trump's estate 1-8492885981.
Steven Mitchell	VA 2-198-122 (effective 2/24/2020)	[Group registration of published photographs. 642 photographs. 2020-01-20 to 2020-02-18]; First New Years Sunrise 2020; Open Carry; NBA Portland Trail Blazers Miami Heat; NHL Vancouver Canucks Florida Panthers; NCAA Basketball Pittsburgh Miami-Florida; San Antonio Spurs Miami Heat; NFL Pro Bowl-NFC at AFC; NBA Boston Celtics at Miami Heat; NBA Sacramento Kings Miami Heat; NFL Super Bowl LIV-Halftime Talent Show Press Conference; NFL Super Bowl LIV-NFC Champions-Press Conference; MLB Houston Astros-Media Day; NHL Edmonton Oilers at Florida Panthers; NBA Philadelphia 76ers at Miami Heat.
Steven Mitchell	VA 2-198-148 (effective 2/23/2020)	[Group registration of published photographs. 216 photographs. 2020-02-02 to 2020-02-02] NFL Super Bowl LIV-San Francisco 49ers vs Kansas City Chiefs.
Steven Mitchell	VA 2-203-732 (effective 4/18/2020)	[Group registration of published photographs. 344 photographs. 2020-01-26 to 2020-03-15]; Published in January 2020 (101 photographs): 1.26.20_NFL Pro Bowl; Published in February 2020 (25 photographs): 2.15.20_NHL Edmonton Oilers at Florida Panthers; Published in March 2020: 3.15.20_MLB Spring Training - Washington Nationals; 3.7.20_NHL Montreal Canadiens at Florida Panthers; 3.8.20_MLB Spring Training-Houston Astros; 3.9.20_MLB Spring Training - NY Mets; 3.11.20_Spring Training - St Louis Cardinals; 3.10.20_MLB Spring Training-Washington Nationals; 3.11.20_Spring Training - St Louis Cardinals; 3.13.20_MLB Spring Training-Houston Astros; 3.14.20_MLS LA Galaxy; 3.14.20_News Coronavirus; 3.15.20_Cleveland Clinic; 3.15.20_MLB Spring Training - Washington Nationals
Steve Mitchell	VA 2-204-370 (effective 4/17/2020)	[Group registration of published photographs. 382 photographs. 2020-02-27 to 2020-03-14]

		<p>Spring Training-Houston Astros at Washington Nationals, NBA: Dallas Mavericks at Miami Heat, MLB: Spring Training-St. Louis Cardinals at Houston Astros, NHL: Calgary Flames at Florida Panthers, MLB: Spring Training-Minnesota Twins at St. Louis Cardinals, MLB: Spring Training-Miami Marlins at New York Mets NCAA Basketball: Virginia at Miami-Florida NHL: Boston Bruins at Florida Panthers, NHL: Montreal Canadiens at Florida Panthers, MLB: Spring Training-Houston Astros at St. Louis Cardinals, News: Coronavirus, MLS: LA Galaxy at Inter Miami CF.</p>
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EXHIBIT 5

Photographer	Registration / Application	Content
Adam Hunger	VA 2-203-863 (effective 5/18/2020)	<p>Published photos 2016 (1/9/16 – 9/27/16)</p> <p>Published in January 2016 (177 photographs): 011116 Bruins at Rangers (27 photos), 011216 Celtics at Knicks (23 photos), 011616 Boxing: Wilder vs Szpilka (23 photos), 012516 Sabres at Rangers (20 photos), 010916 Capitals at Rangers (26 photos), 011916 Canucks at Rangers (25 photos), 012016 Jazz at Knicks (33 photos);</p> <p>Published in February 2016 (74 photographs): 020216 Celtics at Knicks (21 photos), 020516 Grizzlies at Knicks (38 photos), 020816 Devils at Rangers (15 photos);</p> <p>Published in April 2016 (54 photographs): 041916 Athletics at Yankees (23 photos), 042316 Rays at Yankees (31 photos);</p> <p>Published in May 2016 (72 photographs): 050616 Red Sox at Yankees (44 photos), 050116 Giants at Mets (28 photos);</p> <p>Published in June 2016 (126 photographs): 062216 Rockies at Yankees (40 photos), 060916 Angels at Yankees (62 photos), 063016 Rangers at Yankees (24 photos);</p> <p>Published in July 2016 (79 photographs): 07222016 Giants at Yankees (44 photos), 072716 Cardinals at Mets (35 photos);</p> <p>Published in August 2016 (81 photographs): 081716 Blue Jays at Yankees (49 photos), 081316 Rays at Yankees (32 photos);</p> <p>Published in September 2016 (85 photographs): 092716 Red Sox at Yankees (42 photos), 091416 Dodgers at Yankees (43 photos)</p>
Adam Hunger	VA 2-208-546 (effective 5/21/2020)	<p>Published photos 2019;</p> <p>Published in January 2019 (75 photographs): 011519 Hurricanes at Rangers (33 photos), 013019 Mavericks at Knicks (42 photos);</p> <p>Published in February 2019 (109 photographs): 020519 Pistons at Knicks (43 photos), 020619 Bruins at Rangers (25 photos), 022119 Wild at Rangers (41 photos);</p> <p>Published in March 2019 (57 photographs): 031919 Red Wings at Rangers (20 photos), 032019 Jazz at Knicks (37 photos);</p> <p>Published in April 2019 (130 photographs): 040119 Tigers at Yankees (35 photos), 040519 Blue Jackets at</p>

		<p>Rangers (23 photos), 041019 Pistons at Knicks (29 photos), 041719 Red Sox at Yankees (43 photos);</p> <p>Published in May 2019 (128 photographs): 050819 Mariners at Yankees (42 photos), 052919 Padres at Yankees (86 photos);</p> <p>Published in June 2019 (38 photographs): 0621019 Astros at Yankees (38 photos);</p> <p>Published in July 2019 (102 photographs): 071919 Rockies at Yankees (58 photos), 073119 Diamondbacks at Yankees (44 photos);</p> <p>Published in August 2019 (109 photographs): 080219 Red Sox at Yankees (24 photos), 081519 Indians at Yankees (45 photos), 082019 Indians at Mets (40 photos).</p>
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EXHIBIT 6

Photographer	Registration / Application	Content
Thomas J. Russo	VA 2-213-390 (effective 5/15/2020)	First Quarter 2020; 462 photos; Published January 2020: (NCAA Men's Basketball) Seton Hall v. Butler (1/15); Marquette v. Butler (1/24); Published February 2020: (NCAA Men's Basketball) Providence v. Butler (2/1); Villanova v. Butler (2/5); Xavier v. Butler (2/12); Georgetown v. Butler (2/15); Indiana v. Purdue (2/27); DePaul v. Butler (2/29); Published March 2020: (NCAA Men's Basketball) St. John's v. Butler (3/4); Nebraska v. Indiana (3/11); Northwestern v. Minnesota (3/11); (NCAA Women's Basketball) Maryland v. Purdue (3/6); Michigan v. Ohio State (3/7); Maryland v. Indiana (3/7); Ohio State v. Maryland (3/8); Big 10 Tournament cancellation announcement photos (3/12-3/13).

EXHIBIT 7

Photographer	Registration / Application	Content
Greg Cooper	VA 2-203-747 (effective 5/13/2020)	<p>Published in January 2020 (229 photographs): 20200102 NHL: Columbus Blue Jackets at Boston Bruins (22 photos), 20200104 NFL: AFC Wild Card-Tennessee Titans at New England Patriots (58 photos), 20200113 NBA: Chicago Bulls at Boston Celtics (48 photos), 20200115 MLB: Boston Red Sox-Press Conference-NA at Boston Red Sox (14 photos), 20200121 NHL: Vegas Golden Knights at Boston Bruins (33 photos), 20200130 NBA: Golden State Warriors at Boston Celtics (54 photos);</p> <p>Published in February 2020 (64 photographs): 20200213 NBA: Los Angeles Clippers at Boston Celtics (64 photos);</p> <p>Published in March 2020 (132 photographs): 20200303 NBA: Brooklyn Nets at Boston Celtics (59 photos), 20200307 MLS: Chicago Fire at New England Revolution (63 photos), 20200315 MLS: Portland Timbers at New England Revolution (3 photos), 20200317 NFL: New England Patriots-Tom Brady Exit (7 photos)</p>
Greg Cooper	VA 2-208-945 (effective 6/10/2020)	<p>Published photos 10-01-2019 to 12-31-2019;</p> <p>Published in October 2019 (225 photographs): 20191010 NFL: New York Giants at New England Patriots (51 photos), 20191017 NHL: Tampa Bay Lightning at Boston Bruins (28 photos), 20191019 NCAA Football: North Carolina State at Boston College (50 photos), 20191027 NFL: Cleveland Browns at New England Patriots (52 photos), 20191029 NHL: San Jose Sharks at Boston Bruins (44 photos);</p> <p>Published in November 2019 (155 photographs): 20191112 NHL: Florida Panthers at Boston Bruins (36 photos), 20191113 NBA: Washington Wizards at Boston Celtics (48 photos), 20191121 NHL: Buffalo Sabres at Boston Bruins (28 photos), 20191124 NFL: Dallas Cowboys at New England Patriots (43 photos);</p> <p>Published in December 2019 (113 photographs): 20191203 NHL: Carolina Hurricanes at Boston Bruins (26 photos), 20191204 NBA: Miami Heat at Boston Celtics (45 photos), 20191212 NBA: Philadelphia 76ers at Boston Celtics (42 photos).</p>
Greg Cooper	VA 2-208-944 (effective 6/10/2020)	<p>Published photos 06-26-2019 to 09-30-2019;</p> <p>Published in June 2019 (61 photographs): 20190626 MLB: Chicago White Sox at Boston Red Sox (22 photos), 20190626 MLS: Philadelphia Union at New England Revolution (39 photos);</p>

		<p>Published in July 2019 (124 photographs): 20190715 MLB: Toronto Blue Jays at Boston Red Sox (43 photos), 20190717 MLS: Vancouver Whitecaps FC at New England Revolution (47 photos), 20190731 MLB: Tampa Bay Rays at Boston Red Sox (34 photos);</p> <p>Published in August 2019 (223 photographs): 20190808 MLB: Los Angeles Angels at Boston Red Sox (19 photos), 20190821 MLB: Philadelphia Phillies at Boston Red Sox (33 photos), 20190822 NFL: Preseason-Carolina Panthers at New England Patriots (171 photos);</p> <p>Published in September 2019 (233 photographs): 20190908 NFL: Pittsburgh Steelers at New England Patriots (43 photos), 20190909 MLB: New York Yankees at Boston Red Sox (35 photos), 20190911 NFL: New England Patriots Practice (22 photos), 20190913 NCAA Football: Kansas at Boston College (38 photos), 20190919 MLB: San Francisco Giants at Boston Red Sox (22 photos), 20190922 NFL: New York Jets at New England Patriots (43 photos), 20190930 NBA: Boston Celtics-Media Day (30 photos).</p>
Greg Cooper	VA 2-209-366 (effective 6/17/2020)	<p>Published photos 04-24-2019 to 06-25-2019;</p> <p>Published in April 2019 (90 photographs): 20190424 MLS: Montreal Impact at New England Revolution (33 photos), 20190425 NHL: Stanley Cup Playoffs-Columbus Blue Jackets at Boston Bruins (31 photos), 20190429 MLB: Oakland Athletics at Boston Red Sox (26 photos);</p> <p>Published in May 2019 (351 photographs): 20190501 MLB: Oakland Athletics at Boston Red Sox (27 photos), 20190506 NBA: Playoffs-Milwaukee Bucks at Boston Celtics (66 photos), 20190509 NHL: Stanley Cup Playoffs-Carolina Hurricanes at Boston Bruins (37 photos), 20190511 MLS: San Jose Earthquakes at New England Revolution (63 photos), 20190512 NHL: Stanley Cup Playoffs-Carolina Hurricanes at Boston Bruins (47 photos), 20190514 MLB: Colorado Rockies at Boston Red Sox (32 photos), 20190529 NHL: Stanley Cup Final-St. Louis Blues at Boston Bruins (79 photos);</p> <p>Published in June 2019 (250 photographs): 20190602 PLL: Atlas LC vs Redwood LC (33 photos), 20190605 NFL: New England Patriots-Minicamp (102 photos), 20190611 MLB: Texas Rangers at Boston Red Sox (34 photos), 20190612 NHL: Stanley Cup Final-St. Louis Blues at Boston Bruins (81 photos).</p>
Greg Cooper	VA 2-209-367 (effective 6/17/2020)	<p>Published photos 01-01-2019 to 04-23-2019;</p> <p>Published in January 2019 (260 photographs): 20190102 NBA: Minnesota Timberwolves at Boston Celtics (46 photos), 20190103 NHL: Calgary Flames at Boston</p>

		<p>Bruins (31 photos), 20190108 NHL: Minnesota Wild at Boston Bruins (25 photos), 20190109 NCAA Basketball: Virginia at Boston College (29 photos), 20190113 NFL: AFC Divisional Playoff-Los Angeles Chargers at New England Patriots (37 photos), 20190114 NHL: Montreal Canadiens at Boston Bruins (29 photos), 20190123 NBA: Cleveland Cavaliers at Boston Celtics (38 photos), 20190130 NCAA Basketball: Syracuse at Boston College (25 photos);</p> <p>Published in February 2019 (145 photographs): 20190205 NFL: Super Bowl LIII-New England Patriots Championship Parade (34 photos), 20190205 NHL: New York Islanders at Boston Bruins (25 photos), 20190212 NCAA Basketball: Pittsburgh at Boston College (29 photos), 20190227 NCAA Basketball: Louisville at Boston College (26 photos), 20190228 NHL: Tampa Bay Lightning at Boston Bruins (31 photos);</p> <p>Published in March 2019 (138 photographs): 20190314 NBA: Sacramento Kings at Boston Celtics (47 photos), 20190318 NBA: Denver Nuggets at Boston Celtics (49 photos), 20190330 MLS: Minnesota United FC at New England Revolution (42 photos);</p> <p>Published in April 2019 (190 photographs): 20190411 MLB: Toronto Blue Jays at Boston Red Sox (20 photos), 20190415 Running: Boston Marathon (45 photos), 20190417 NBA: Playoffs-Indiana Pacers at Boston Celtics (62 photos), 20190419 NHL: Stanley Cup Playoffs-Toronto Maple Leafs at Boston Bruins (30 photos), 20190423 NHL: Stanley Cup Playoffs-Toronto Maple Leafs at Boston Bruins (33 photos).</p>
Greg Cooper	VA 2-208-535 (effective 5/29/2020)	<p>Published photos Sept to Dec 2015;</p> <p>Published in September 2015 (160 photographs): 20150902 MLB: New York Yankees at Boston Red Sox (27 photos), 20150909 MLB: Toronto Blue Jays at Boston Red Sox (31 photos), 20150916 MLS: New York Red Bulls at New England Revolution (67 photos), 20150922 NHL: Preseason-Washington Capitals at Boston Bruins (35 photos);</p> <p>Published in October 2015 (130 photographs): 20151025 NFL: New York Jets at New England Patriots (89 photos), 20151028 NBA: Philadelphia 76ers at Boston Celtics (41 photos);</p> <p>Published in November 2015 (219 photographs): 20151103 NHL: Dallas Stars at Boston Bruins (29 photos), 20151108 NFL: Washington Redskins at New England Patriots (86 photos), 20151111 NBA: Indiana Pacers at Boston Celtics (36 photos), 20151119 NHL: Minnesota Wild at Boston Bruins (25 photos), 20151121</p>

		<p>NCAA Football: Notre Dame vs Boston College (43 photos);</p> <p>Published in December 2015 (101 photographs): 20151202 NCAA Basketball: Penn State at Boston College, (29 photos), 20151216 NHL: Pittsburgh Penguins at Boston Bruins (18 photos), 20151231 NHL: Winter Classic-Practice (53 photos), 20151231 NHL: Winter Classic-Alumni Game (1 photo);</p>
Greg Cooper	VA 2-210-664 (effective 6/22/2020)	<p>Published photos Jan to May 2016;</p> <p>Published in January 2016 (235 photographs): 20160101 NHL: Winter Classic-Montreal Canadiens at Boston Bruins (44 photos), 20160105 NHL: Washington Capitals at Boston Bruins (34 photos), 20160107 NCAA Basketball: Notre Dame at Boston College (27 photos), 20160114 NCAA Womens Basketball: Notre Dame at Boston College (21 photos), 20160116 NFL: AFC Divisional-Kansas City Chiefs at New England Patriots (75 photos), 20160120 NCAA Basketball: Miami at Boston College (34 photos);</p> <p>Published in February 2016 (89 photographs): 20160209 NHL: Los Angeles Kings at Boston Bruins (34 photos), 20160214 NCAA Basketball: Virginia Tech at Boston College (26 photos), 20160224 NHL: Pittsburgh Penguins at Boston Bruins (29 photos);</p> <p>Published in March 2016 (177 photographs): 20160310 NHL: Carolina Hurricanes at Boston Bruins (28 photos), 20160312 MLS: D.C. United at New England Revolution (117 photos), 20160321 NBA: Orlando Magic at Boston Celtics (32 photos);</p> <p>Published in April 2016 (129 photographs): 20160418 Running: Boston Marathon (64 photos), 20160427 MLB: Atlanta Braves at Boston Red Sox (28 photos), 20160430 MLB: New York Yankees at Boston Red Sox (37 photos);</p> <p>Published in May 2016 (107 photographs): 20160511 MLB: Oakland Athletics at Boston Red Sox (31 photos), 20160522 MLB: Cleveland Indians at Boston Red Sox (40 photos), 20160524 MLB: Colorado Rockies at Boston Red Sox (36 photos).</p>
Greg Cooper	VA 2-211-068 (effective 6/23/2020)	<p>Published photos June to Oct 2016;</p> <p>Published in June 2016 (74 photographs): 20160615 MLB: Baltimore Orioles at Boston Red Sox (33 photos), 20160623 MLB: Chicago White Sox at Boston Red Sox (41 photos);</p> <p>Published in July 2016 (62 photographs): 20160706 MLS: New York City FC at New England Revolution (33</p>

		<p>photos), 20160727 MLB: Detroit Tigers at Boston Red Sox (29 photos);</p> <p>Published in August 2016 (90 photographs): 20160828 MLB: Kansas City Royals at Boston Red Sox (37 photos), 20160831 MLB: Tampa Bay Rays at Boston Red Sox (53 photos);</p> <p>Published in September 2016 (320 photographs): 20160912 MLB: Baltimore Orioles at Boston Red Sox (34 photos), 20160916 Tennis: Hall of Fame ITA Invitational (141 photos), 20160918 NFL: Miami Dolphins at New England Patriots (47 photos), 20160922 NFL: Houston Texans at New England Patriots (51 photos), 20160924 NCAA Football: Mississippi State at Massachusetts (47 photos);</p> <p>Published in October 2016 (170 photographs): 20161009 MLB: ALDS-Cleveland Indians at Boston Red Sox (11 photos), 20161010 MLB: ALDS-Cleveland Indians at Boston Red Sox (102 photos), 20161016 NFL: Cincinnati Bengals at New England Patriots (57 photos).</p>
Greg Cooper	VA 2-211-062 (effective 6/23/2020)	<p>Published photos Nov-Dec 2016;</p> <p>Published in November 2016 (219 photographs): 20161102 NBA: Chicago Bulls at Boston Celtics (33 photos), 20161105 NCAA Football: Louisville at Boston College (47 photos), 20161107 NHL: Buffalo Sabres at Boston Bruins (14 photos), 20161113 NFL: Seattle Seahawks at New England Patriots (66 photos), 20161122 NHL: St. Louis Blues at Boston Bruins (22 photos), 20161130 NBA: Detroit Pistons at Boston Celtics (37 photos);</p> <p>Published in December 2016 (174 photographs): 20161204 NFL: Los Angeles Rams at New England Patriots (70 photos), 20161208 NHL: Colorado Avalanche at Boston Bruins (29 photos), 20161215 NHL: Anaheim Ducks at Boston Bruins (29 photos), 20161228 NCAA Football: Foster Farms Bowl-Indiana vs Utah (46 photos).</p>

EXHIBIT 8

Photographer	Registration / Application	Content
Stew Milne	VA 2-207-318 (effective 5/15/2020)	<p>Published photos 2015;</p> <p>Published in January 2015 (46 photographs): Patriots v. Colts;</p> <p>Published in February 2015 (24 photographs): Patriots Super Bowl Parade;</p> <p>Published in March 2015 (72 photographs): (MLS) New England Revolution v. Montreal Impact;</p> <p>Published in May 2015 (38 photographs): Patriots Press Conference; (MLS) New England Revolution v. DC United;</p> <p>Published in June 2015 (55 photographs): (MLS) Revolution v. Vancouver Whitecaps;</p> <p>Published in July 2015 (60 photographs): CONCACAF Gold Cup (Men's soccer), Honduras v. Paraguay; USA v. Haiti;</p> <p>Published in September 2015 (177 photographs): (MLS) N.E. Revolution v. NY Red Bulls; Revolution v. Union; (NFL) Patriots v. NY Giants; Patriots v. Steelers;</p> <p>Published in October 2015 (57 photographs): Patriots v. Dolphins;</p>
Stew Milne	VA 2-202-186 (effective 5/1/2020)	<p>Published photos 2016. 570 photographs;</p> <p>Published January 2016: Patriots v. Chiefs;</p> <p>Published April 2016: (MLS) Revolution v. Red Bulls; Revolution v. Portland Timbers;</p> <p>Published July 2016: (MLS) Revolution v. Union;</p> <p>Published August 2016: (MLS) Revolution v. Union; Revolution v. Chicago Fire;</p> <p>Published September 2016: (MLS) Revolution v. Red Bulls;</p> <p>Published October 2016: (NCAA Football) Boston College v. Clemson Tigers; (NFL) Patriots v. Bengals</p> <p>Published November 2016: (NCAA Basketball) Providence v. Univ. New Hampshire</p> <p>Published December 2016: (NFL) Patriots v. Ravens</p>
Stew Milne	VA 2-206-825	Published Photos 2018. 234 photographs;

	(effective 5/27/2020)	<p>Published in February 2018 (23 photographs): (NCAA Basketball) Providence v. Seton Hall;</p> <p>Published in April 2018 (23 photographs): (MLS) Revolution v. FC Dallas;</p> <p>Published in May 2018 (31 photographs): Patriots practice;</p> <p>Published in August 2018 (75 photographs): (NFL) Patriots v. Eagles;</p> <p>Published in November 2018 (82 photographs): (NFL) Patriots v. Packers.</p>
Stew Milne	VA 2-206-350 (effective 5/4/2020)	<p>Published Photos 2019. 104 photographs;</p> <p>Published in February 2019 (25 photographs): Patriots Super Bowl parade;</p> <p>Published in October 2019 (79 photographs): Patriots v. Browns</p>
Stew Milne	VA 2-208-923 (effective 5/22/2020)	<p>Published photos 2020. 29 photographs;</p> <p>Published in January 2020: (NCAA Basketball) Providence v. St. John's</p>
Stew Milne	VA 2-207-315 (effective 5/15/2020)	<p>Published photos December 2018. 54 photographs;</p> <p>(NFL) Vikings v. Patriots</p>

EXHIBIT 9

Photographer	Registration / Application	Content
Noah Murray	VA 2-208-952 (effective 6/3/2020)	<p>Published photos Jan-March 2020;</p> <p>Published January: 010720 Penn State at Rutgers; 010920 Devils at Rangers; 011020 Penn at Princeton; 011120 Georgetown at Villanova; 011520 Indiana at Rutgers; 011820 Bucks at Nets; 012220 Lakers at Knicks; 012420 Raptors at Knicks; 012520 Nebraska at Rutgers; 012620 Nets at Knicks; 012820 Purdue at Rutgers;</p> <p>Published February: 020920 Northwestern at Rutgers; 02152020 Illinois at Rutgers; 021620 Bruins at Rangers; 021920 Michigan at Rutgers; 022120 Pacers at Knicks; 022220 Sharks at Rangers; 022620 MLS Media Day; 022620 San Carlo at NYCFC;</p> <p>Published March: 030120 FC Cincinnati at NY Red Bulls; 030320 Golfweek Megha Ganne.</p>
Noah Murray	VA 2-208-946 (effective 6/3/2020)	<p>Published photos March 2020 pt. 2;</p> <p>030320 Maryland at Rutgers; 030620 OKC at Knicks; 030820 Pistons at Knicks; 031120 Big East Georgetown at St John's; 031120 Big East Xavier at DePaul, 031220 Big East Creighton at St. John's, 031320 Big East Covid-19 Closing, 031820 Atlantic City Shutdown, 032520 Covid-19 Jersey Shore Boardwalk,</p>
Noah Murray	VA 2-211-777 (effective 7/16/2020)	<p>Published Photos Oct-Dec. 2018;</p> <p>Published in October 2018 (619 photographs): 100518 Pelican at Knicks (49 photos), 100918 Red Sox at Yankees (102 photos), 101118 Sharks at Rangers (36 photos), 101818 Avalanche at Devils (155 photos), 101918 Knicks at Nets (44 photos), 102018 Northwestern at Rutgers (78 photos), 102118 Vikings at Jets (51 photos), 102518 Predators at Devils (15 photos), 102818 Red Skins at Giants (89 photos);</p> <p>Published in November 2018 (31 photographs): 111118 Bills at Jets (21 photos), 111318 Penguins at Devils (10 photos);</p> <p>Published in December 2018 (95 photographs): 120418 W.Virginia at Florida (36 photos), 120418 Oklahoma at Notre Dame (26 photos), 121418 Wizards at Nets (33 photos)</p>

EXHIBIT 10

Photographer	Registration / Application	Content
Ian Rutherford	VA 2-210-960 (effective 6/23/2020)	Open golf Birkdale 2017 (748 photographs; 7/17-7/23)
Ian Rutherford	VA 2-210-967 (effective 6/23/2020)	Open Golf Carnoustie 2018 (726 photographs; 7/16-7/22)
Ian Rutherford	VA 2-210-442 (effective 6/23/2020)	Ryder Cup Paris 2018 (745 photographs; 9/25-9/30)
Ian Rutherford	VA 2-210-745 (effective 6/12/2020)	Open Golf Portrush 2019 (687 photographs; 7/18-7/21)

EXHIBIT 11

Photographer	Registration / Application	Content
Steven Flynn	VA 2-211-652 (effective 7/16/2020)	Group registration of published photographs. 743 photos, 7-18-2019 to 11-03-2019; 2019 Open Portrush; Texans v. Jaguars (NFL)
Steven Flynn	VA 2-212-299 (effective 7/16/2020)	Group registration of published photographs. 647 photographs. 2019-01-17 to 2019-10-27; Published in January 2019 (75 photographs): 2019_Knicks@Wizards (75 photos); Published in October 2019 (294 photographs): 2019_Bears@Raiders (104 photos), 2019_Bengals@Rams (89 photos), 2019_Panthers@Bucs (101 photos); Published in March 2019 (127 photographs): 2019_UFC (127 photos); Published in June 2019 (151 photographs): 2019_Yankees@Sox1 (61 photos), 2019_Yankees@Sox2 (90 photos).

EXHIBIT 12

Photographer	Registration / Application	Content
Jim E. Brown	VA 2-201-535 (effective 5/1/2020)	Published photos 1-4-2020 to 3-13-2020; 010420 Auburn at MsState, 011120 TxA&M at Vanderbilt, 011820 UTenn at Vanderbilt, 012220 Alabama at Vanderbilt, 020120 Florida at Vanderbilt, 020520 LSU at Vanderbilt, 021120 Kentucky at Vanderbilt, 022220 Georgia at Vanderbilt, 022620 Missouri at Vanderbilt, 030320 Nashville 3F-4F-Tornado, 030720 South Carolina at Vanderbilt, 031320 Corona Virus Response,

EXHIBIT 13

Photographer	Registration / Application	Content
Mark Zerof	VA 2-203-739 (effective 5/15/2020)	Published photos Feb 15 to April 4, 2020 Published in February 2020 (108 photographs): 0215 Mississippi at Kentucky (40 photos), 0222 Florida at Kentucky (30 photos), 0225 Auburn at Kentucky (38 photos) Published in March 2020 (44 photographs): 0303 Tennessee at Kentucky (44 photos) Published in April 2020 (21 photographs): 0404 Nutter (21 photos)